REVISED AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, April 9, 2025

Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PRESENTATIONS / PROCLAMATIONS

5.1. Presentation of a Commendation to Sergeant Dodge, Officer Velazquez and Officer Esteva (ADDED) — 6
Agenda Item Report - AIR-25-135

5.2. Recognition of Sponsors for Their Support and Contributions - Mayor Mohammed (ADDED) — 7
Agenda Item Report - AIR-25-136

5.3. Mid-Year Budget Review - Finance Director Davermann — 8 - 20
Agenda Item Report - AIR-25-112

6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
7. CONSENT AGENDA

7.1. Approval of Minutes - Town Clerk Garcia-Lima — 21 - 48
February 12, 2025, Regular Commission Meeting
February 26, 2025, Special Commission Meeting
February 26, 2025, Workshop Commission Meeting
March 13, 2025, Regular Commission Meeting
Agenda Item Report - AIR-25-110

7.2. Motorola Bridge for new Police RMS software - IT Director Pakula — 49 - 72
Agenda Item Report - AIR-25-107

7.3. Consideration and approval of an Underground Drainage Pipe Easement Agreement between the Town and Pembroke Park Villas, LLC - Town Manager Lynch — 73 - 85
Agenda Item Report - AIR-25-109

7.4. Consideration and Approval to use Blue Digital for Scanning Services for Digitization of Town Records — 86 - 95

Agenda Item Report - AIR-25-127

7.5. Surplus of Unused Town Hardware Property - IT Director Mark Pakula 96 - 101

Agenda Item Report - AIR-25-131

7.6. ARPA, Restoration 3rd Floor & Emergency Operation Center, Portable Office Public Works & Installation, Furnishing of 3rd Floor Renovations 102 - 130

Agenda Item Report - AIR-25-132

7.7. Broward County Escheating Property to the Town - Town Manager Lynch 131 - 135

RESOLUTION NO.: 2025-011

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ACCEPTING THE CONVEYANCE OF THE REAL PROPERTY OWNED BY BROWARD COUNTY PURSUANT TO SECTION 197.592(3), FLORIDA STATUTES WITH PARCEL ID # 514229000059 BY QUIT CLAIM DEED FROM BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-111

7.8. Moratorium on Enforcement for Certain Prohibited Signs- Town Manager Lynch 136 - 140

RESOLUTION NO.: 2025-013

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, IMPOSING A NINETY (90) DAY SUSPENSION ON THE ENFORCEMENT OF CERTAIN PROVISIONS OF SEC. 21-19 OF THE TOWN'S CODE OF ORDINANCES RELATED TO PROHIBITED SIGNS; SPECIFICALLY SUSPENDING THE ENFORCEMENT OF THE TOWN'S CODE OF ORDINANCES AS IT RELATES TO SIDEWALK OR SANDWICH SIGNS AND BANNER SIGNS. FLAGS AND PENNANTS, SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING AND DIRECTING THE TOWN'S PROFESSIONAL STAFF TO TEMPORARILY CEASE THE ENFORCEMENT OF CERTAIN PROHIBITS SIGNS AS SET FORTH IN THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-129

7.9. Consideration and Approval of Amendment of Original Agreement of the Gehring Group to include expand the scope to include a Compensation Study - Town Manager Lynch 141 - 174

Agenda Item Report - AIR-25-134

7.10. Consideration and approval to Award Agreement for the Construction of the SW 25th St Stormwater Improvement Project 175 - 452

Agenda Item Report - AIR-25-124

8. ORDINANCES, 2ND READING

8.1. Speed Camera Program in School Zones - Town Manager Lynch 453 - 485

ORDINANCE NO: 2025-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO POWERS OF LOCAL AUTHORITIES; AMENDING CHAPTER 22 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACE;" BY SPECIFICALLY AMENDING ARTICLE II, ENTITLED "STREETS, SIDEWALKS, AND ROADWAYS," DIVISION 5, ENTITLED, "ROADWAYS;" CREATING SECTION 22-100, TO BE ENTITLED "SPEED DETECTION SYSTEMS; SCHOOL ZONES;" PROVIDING FOR SPEED DETECTION SYSTEM PLACEMENT AND INSTALLATION; PROVIDING FOR SCHOOL CROSSING GUARD RECRUITMENT AND RETENTION PROGRAM; PROVIDING FOR SPEED DETECTION SYSTEMS IN SCHOOL ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-105

9. NEW BUSINESS

10. OLD BUSINESS

11. DISCUSSION

11.1. Human Resources Director Position - Town Manager Lynch 486 - 488

Appointment of Bradley Frishman as Human Resources Director, and to authorize the Town Manager, or the manager's designee, to make an offer of employment to Mr. Frishman consistent with the Town's manual of personnel policies. (REMOVED FROM CONSENT AGENDA)

Agenda Item Report - AIR-25-121

12. COMMISSION REORGANIZATION & APPOINTMENTS

12.1. Selection of a Mayor, Vice Mayor, Clerk Commissioner, and Acting Clerk Commissioner pursuant to Section 9 of the Town Charter - Town Attorney Horowitz 489 - 498

RESOLUTION NO: 2025-010

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 9 OF THE TOWN CHARTER, APPOINTING COMMISSIONER _____ AS MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _____ AS VICE-MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _____ AS CLERK-COMMISSIONER OF THE TOWN OF PEMBROKE PARK, FLORIDA; AND _____ AS ACTING CLERK-COMMISSIONER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-108

12.2. Consideration and Possible Action on a Resolution Designating Members of the Town Commission to Serve in an Oversight Capacity for Certain Town Departments - Clerk Commissioner Hodgkins 499 - 505

RESOLUTION NO.: 2025-012

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Agenda Item Report - AIR-25-115

13. ATTORNEY REPORTS

14. TOWN MANAGER REPORTS

15. COMMISSION REPORTS
Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrissette
Mayor Mohammed

16. ANNOUNCEMENTS

16.1. Special Magistrate Hearing, Wednesday, April 16, 2025 at 9:00 a.m.
Workshop Commission Meeting, Wednesday, April 30, 2025 at 6:00 p.m.
Regular Commission Meeting, Wednesday, May 14, 2025 at 7:00 p.m.

SPECIAL EVENTS

Eggstravaganza, Saturday, April 12, 2025 at 10:00 a.m. through 2:00 p.m. at Raymond P. Oglesby Park

17. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING,

APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Cynthia Garcia-Lima
Town Clerk

Agenda Item Report

Subject:	Presentation of a Commendation to Sergeant Dodge, Officer Velazquez and Officer Esteva
Meeting Date:	Agenda for Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	Daniel DeCoursey, Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	The Town will present a commendation to Sergeant Dodge and Officer Velazquez.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Agenda Item Report

Subject:	Recognition of Sponsors for Their Support and Contributions - Mayor Mohammed
Meeting Date:	Agenda for Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	Ashira Mohammed, Mayor
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	The Town Commission will recognize and express appreciation to the sponsors who have generously supported the Eggstravaganza through their contributions. Their partnership and commitment have played a vital role in the success of this initiative and in strengthening community engagement.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Agenda Item Report

Subject:	Mid-Year Budget Review - Finance Director Davermann
Meeting Date:	Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	Finance Director, Finance & Budget Director
Dept/Group:	Finance
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Mid-year 2025 Budget Review

Town of Pembroke Park

FY2025 Mid-Year Budget Review

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Town of Pembroke Park Overview

Budget is comprised of the following funds:

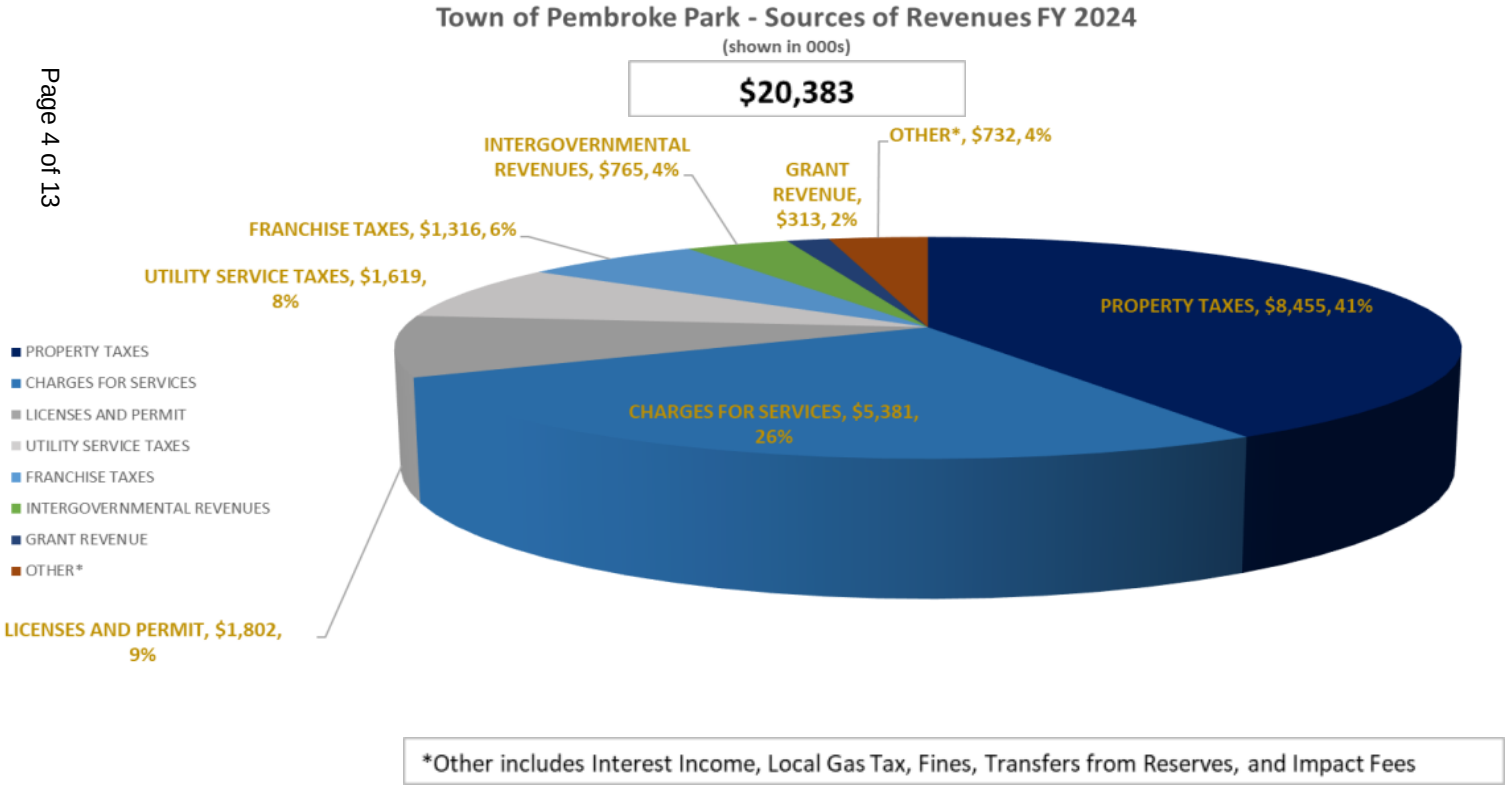
- General Fund
- Special Revenue Fund (Building Department)
- Sewer Fund
- Stormwater Fund

The General Fund is comprised of the following Departments:

- Town Commission
- Administration
- Town Clerk
- Account/Finance
- Roads & Streets (Public Works)
- Code Compliance
- Parks
- **Economic Opportunity**
- Police
- Fire
- Legal
- Planning
- IT
- HR

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

The Town ended FY 2024 with $20.4M in Total Revenues across all funds



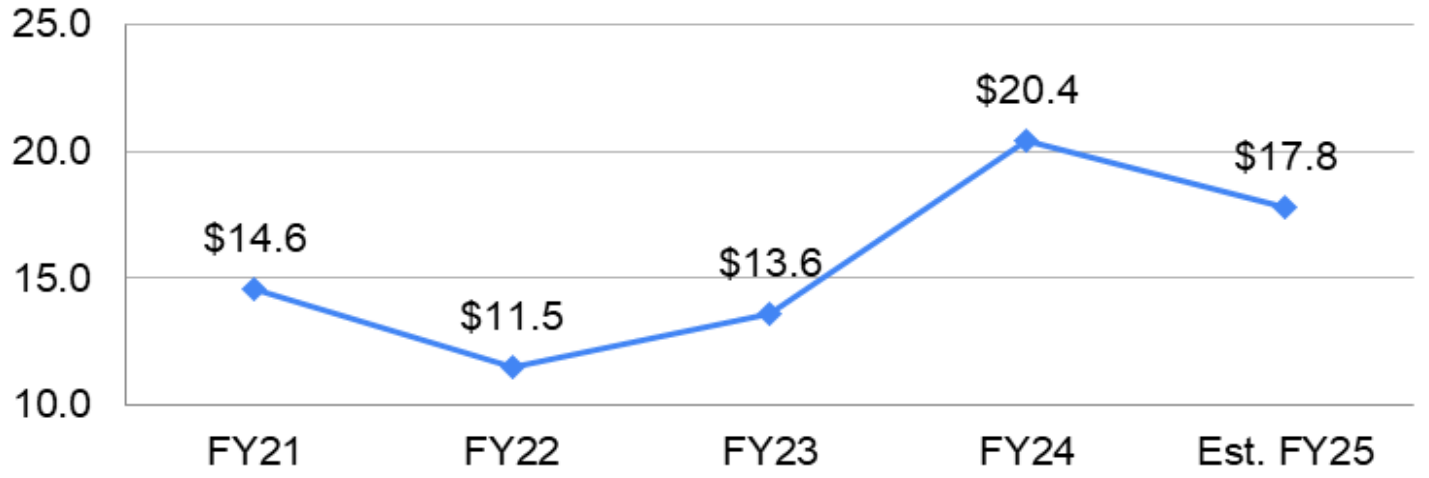
*Other includes Interest Income, Local Gas Tax, Fines, Transfers from Reserves, and Impact Fees

- We had estimated a final budget of $17.8M
- Property taxes came in lower than expected - $8.4M vs. $8.7M
- Charges for Services drove the bulk of additional revenues

Product	Revenue	%
PROPERTY TAXES	$8,455	41%
CHARGES FOR SERVICES	$5,381	26%
LICENSES AND PERMIT	$1,802	9%
UTILITY SERVICE TAXES	$1,619	8%
FRANCHISE TAXES	$1,316	6%
INTERGOVERNMENTAL REVENUES	$765	4%
GRANT REVENUE	$313	2%
OTHER*	$732	4%

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

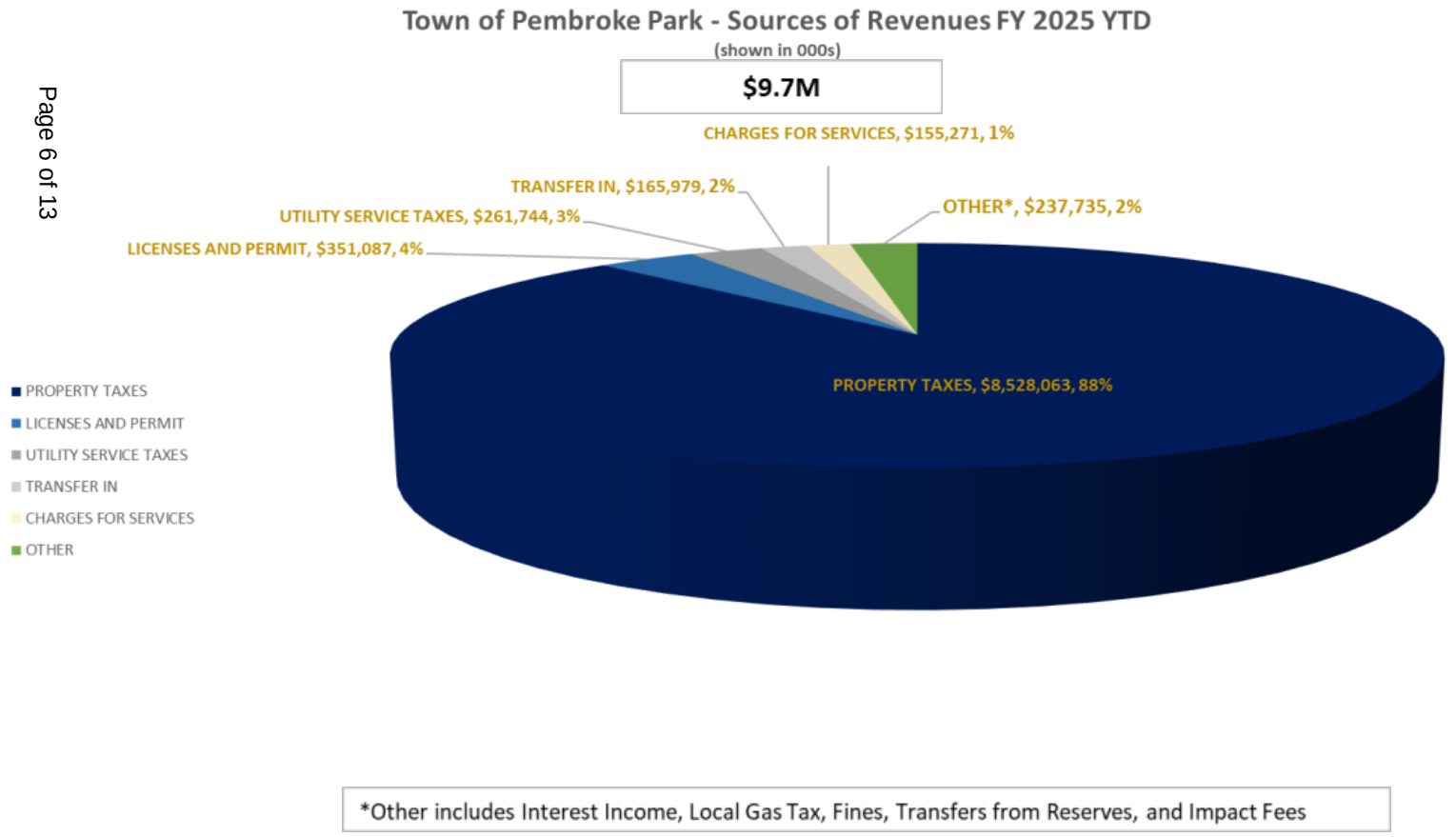
Revenues peaked last FY but are on track to reach $19M in 2025, above our estimate of $17.8M



- Revenues thus far exceed budgeted estimate ($9.7M vs. $8.9M)
- Additional cash flows are expected from Charges for Services, Licenses and Permits, and Utility Service Taxes over time

TOWN OF PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

The Town has generated $9.7M in Revenues YTD FY 2025 (As of 3/18/25)



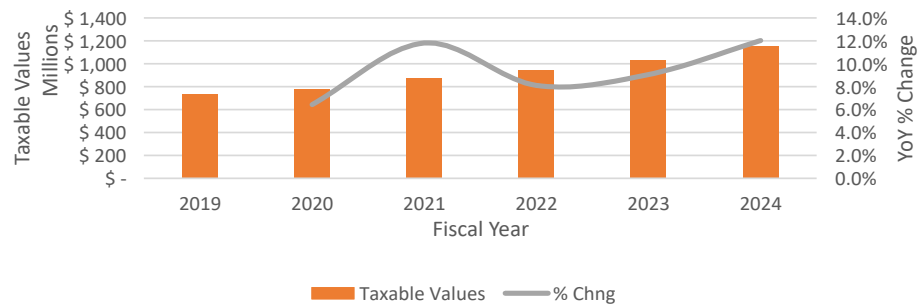
*Other includes Interest Income, Local Gas Tax, Fines, Transfers from Reserves, and Impact Fees

- 88% of revenues were generated from property taxes at mid-year
- Additional cash flows are expected from Charges for Services, Licenses and Permits, and Utility Service Taxes over time

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

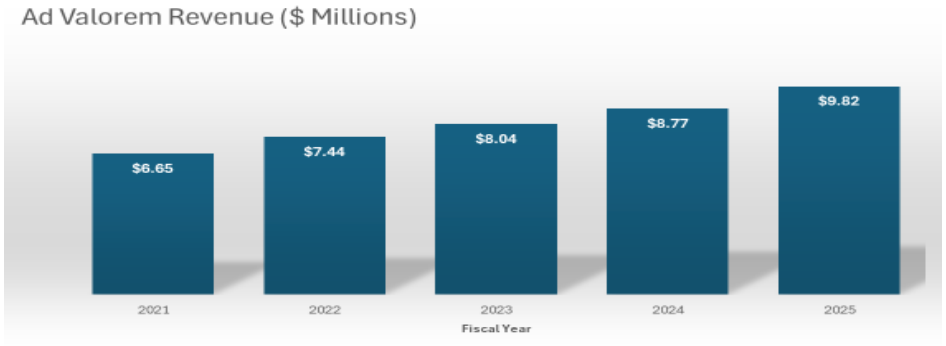
Town of Pembroke Park
Ad Valorem Taxes
(Property Taxes)

Property Tax Data



FY	Taxable Values	% Chng
2019	$ 735,085,367	
2020	782,418,144	6.4%
2021	874,914,939	11.8%
2022	945,870,509	8.1%
2023	1,031,614,805	9.1%
2024	1,155,703,421	12.0%

- Property Appraiser June 1st Taxable Values increased by 12% from the prior year.
- $1.1B in property value



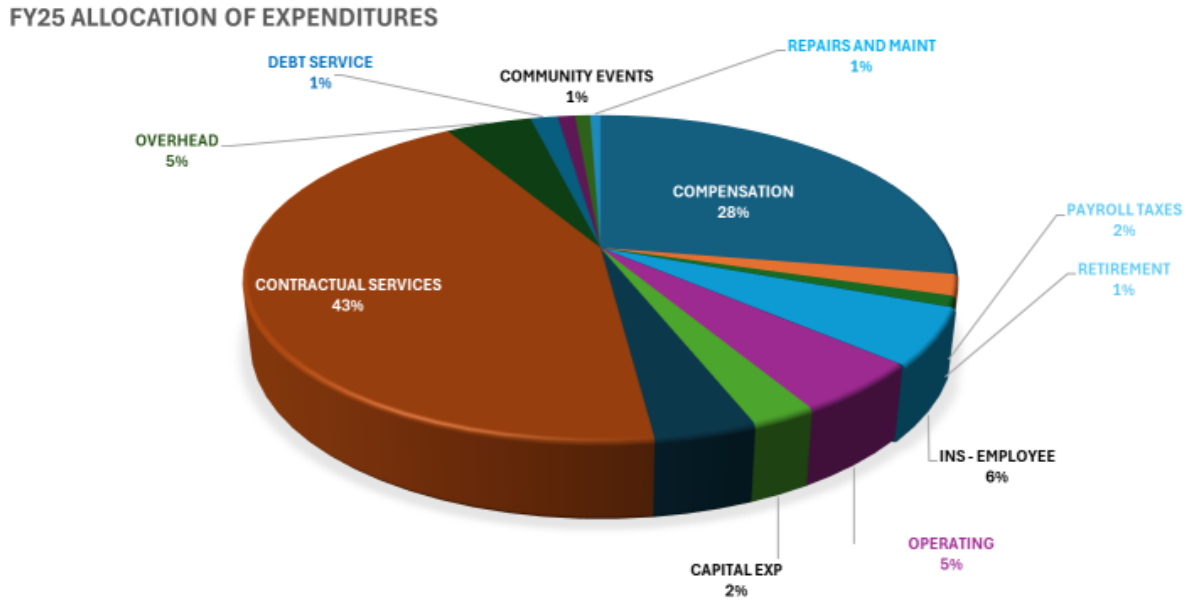
FY	Ad Valorem Revenue	% Chng	$ Chng
2021	$ 6,650,554		
2022	7,436,777	11.8%	$ 786,223
2023	8,039,899	8.1%	603,122
2024	8,768,726	9.1%	728,827
2025	9,823,479	12.0%	1,054,753

Received **$8.6M** through 3/18/25

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

A breakdown of the Town's Expenditures shows that contracts drive most costs, with little operating overhead

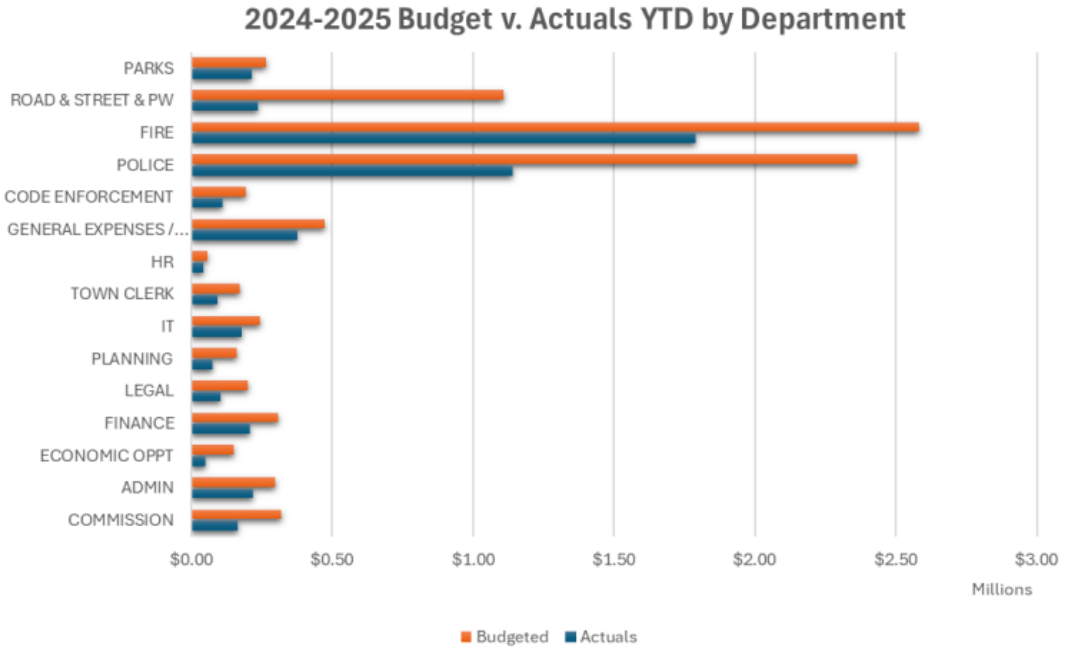
- Compensation is ~30% of Town's costs
- Half of the Contractual Services % involves The Town's agreement for Fire Contractual Services
- The CapEx % is expected to accelerate with purchase of Fire Truck and any related machinery/equipment for upcoming projects



TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Every Department Within The General Fund Is Currently Delivering Savings & Surplus (As Of 3/18/25)

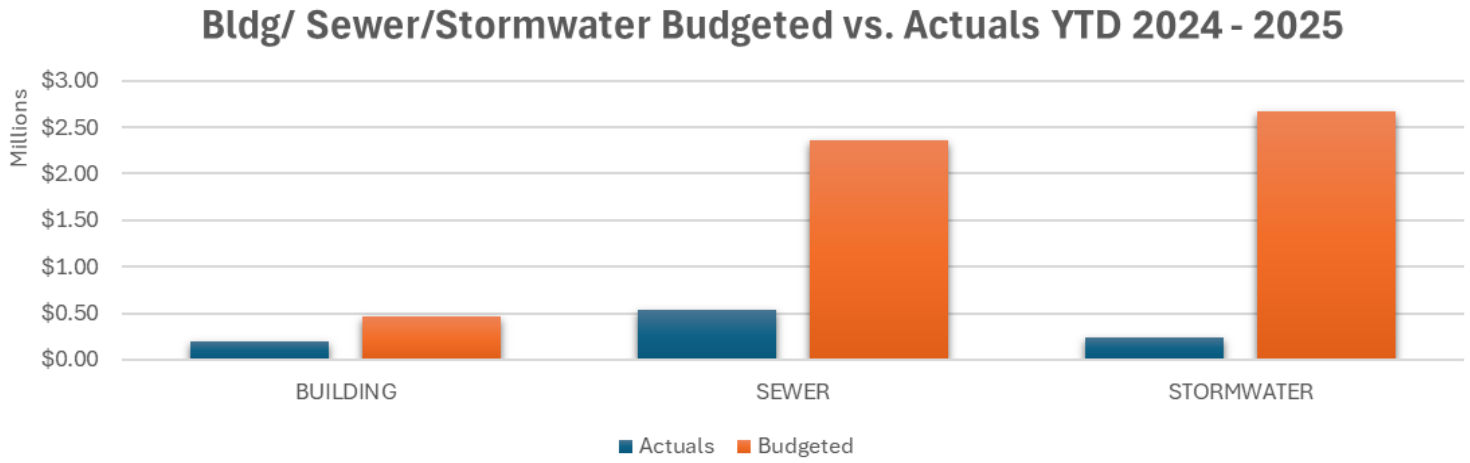
Department	Actuals	Budgeted	$ Var	% Var
COMMISSION	$ 164,031	$ 318,146	$ 154,114	-48%
ADMIN	218,534	298,144	79,610	-27%
ECONOMIC OPPT	51,477	150,436	98,960	-66%
FINANCE	209,346	308,980	99,634	-32%
LEGAL	104,637	199,920	95,283	-48%
PLANNING	73,867	161,113	87,246	-54%
IT	178,319	245,293	66,974	-27%
TOWN CLERK	93,753	172,460	78,707	-46%
HR	43,976	56,325	12,348	-22%
GENERAL EXPENSES / DEBT SVCE	377,685	473,436	95,750	-20%
CODE ENFORCEMENT	110,930	192,521	81,591	-42%
POLICE	1,139,892	2,363,399	1,223,507	-52%
FIRE	1,790,620	2,579,785	789,165	-31%
ROAD & STREET & PW	235,443	1,106,083	870,640	-79%
PARKS	216,648	263,766	47,119	-18%
	$ 5,009,160	$ 8,889,807	$ 3,880,648	-44%



TOWN OF PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

The Building, Sewer, and Stormwater Funds Have Also Delivered Positive Operating Variances YTD (+$4.5M) - Pending Project Completions.

Expenditure Type	Actuals	Budgeted	$ Var	% Var
BUILDING	190,159	469,296	279,137	-59%
SEWER	541,606	2,367,347	1,825,742	-77%
STORMWATER	244,955	2,665,452	2,420,497	-91%
	976,719	5,502,094	4,525,375	-82%

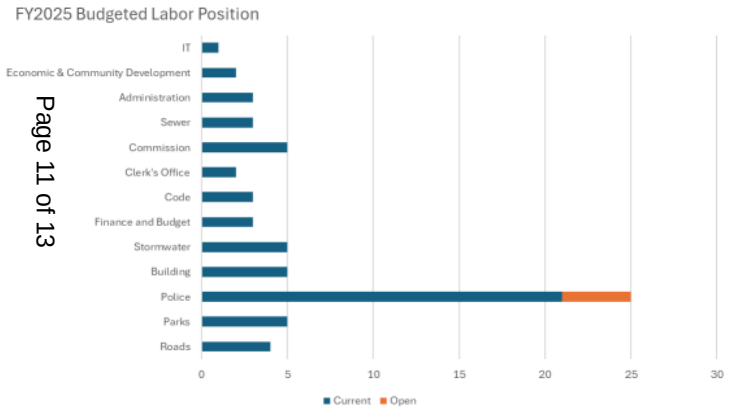


Budgeted Projects 2025

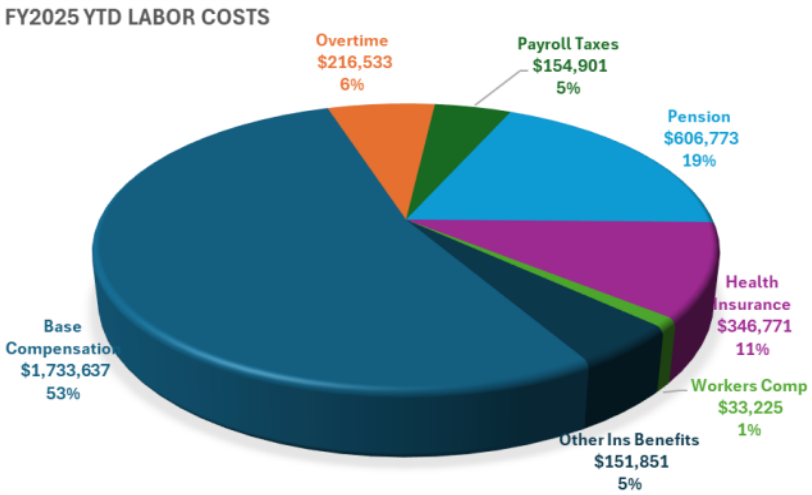
- $3.3M SW Improvement Project
- $595K SCADA Telemetry System
- $1.2M Sewer Force Main Replacement

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Town of Pembroke Park Labor Overview



Labor Cost	FY2025 Actuals
Base Compensation	$ 1,733,637
Overtime	$ 216,533
Payroll Taxes	$ 154,901
Pension	$ 606,773
Health Insurance	$ 346,771
Workers Comp	$ 33,225
Other Ins Benefits	$ 151,851
	$ 3,243,691



HOME DEPARTMENT	Fund	Current	Open
Roads	General	4	
Parks	General	5	
Police	General	21	4
Building	Building	5	
Stormwater	Stormwater	5	
Finance and Budget	General	3	
Code	General	3	
Clerk's Office	General	2	
Commission	General	5	
Sewer	Sewer	3	
Administration	General	3	
Economic & Community Developm	General	2	
IT	General	1	
	Total Headcount	62	

FY 2025 Labor for The Town was budgeted at **$6.8M**, so as of mid-year the town is on track to meet its target

As of March 2025, there were 62 total employees across all funds. We budgeted FY2025 for 64 and added 2 additional positions within the PD for a total of 66. PD is the only department remaining with open positions (4)

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

The General Fund Has A Healthy Budget Balance For The Remainder Of The Fiscal Year

General Fund	Actuals	Budgeted	Budget Remaining	%Var
CONTRACTUAL SERVICES	$ 1,838,449	$ 5,925,863	$ 4,087,414	-69%
COMPENSATION	1,950,170	4,203,057	2,252,887	-54%
CAP EX	71,053	1,998,391	1,927,338	-96%
RETIREMENT	57,446	1,181,174	1,123,728	-95%
INS- EMPLOYEE	232,639	892,771	660,132	-74%
OVERHEAD	221,169	671,251	450,082	-67%
OPERATING	238,467	657,157	418,690	-64%
INS- LIAB/PRO	190,625	618,832	428,207	-69%
PAYROLL TAXES	81,613	336,245	254,632	-76%
DEBT SERVICE	91,834	276,000	184,166	-67%
UTILITIES	18,554	70,200	51,646	-74%
COMMUNITY EVENTS	45,220	54,810	9,590	-17%
	$ 5,037,239	$ 16,885,751	$ 11,848,512	-70%

- Community Events were underplanned at a rate of $6K per event – The Town will x-fer unused budget from other line items to offset
- Compensation numbers will be updated due to signing of CBA, but the PD is currently $1.2M favorable YTD

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Top 25 Vendors by Spend FY 2025 (Through 3/21/25)

Rank	Vendor Name	Amount Spent
1	Broward County Sheriff's Office	$ 1,790,619.60
2	Florida Retirement System	$ 384,863.34
3	City Of Hollywood	$ 292,505.57
4	Florida Blue	$ 287,788.25
5	Florida Municipal Insurance Trust	$ 279,765.33
6	Synovus Bank	$ 91,834.44
7	Goren, Cherof, Doody & Ezrol, P.A.	$ 77,132.95
8	FPL	$ 64,145.05
9	Enterprise FM Trust	$ 63,860.06
10	Keith And Associates, Inc	$ 63,080.36
11	SmartCOP, Inc	$ 57,066.00
12	Russell Thomas Electric Inc.	$ 50,947.60
13	DC Strategies, LLC	$ 45,833.32
14	Mutual of Omaha	$ 44,830.38
15	City of Margate	$ 43,958.03
16	Gehring Group Inc.	$ 43,750.00
17	The Outlet Center Of Florida Inc.	$ 43,262.72
18	Kimley-Horn and Associates Inc.	$ 32,500.00
19	Craig A. Smith and Associates LLC	$ 31,688.85
20	Projected Point Inc.	$ 31,500.00
21	Dell Financial Services LLC	$ 30,502.16
22	WEX	$ 28,978.48
23	Tyler Technologies Inc.	$ 25,062.04
24	Verizon Wireless	$ 24,233.35
25	Industrial Communications and Electronics Inc.	$ 23,398.00

- The top 25 vendors have accounted for $3.9M of the $4.6M (84.7%) the town has spent in the current fiscal year through March 2025
- The Town will re-evaluate all vendor contracts before initiating FY ‘26 budget discussions

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Agenda Item Report

Subject:	Approval of Minutes - Town Clerk Garcia-Lima February 12, 2025, Regular Commission Meeting February 26, 2025, Special Commission Meeting February 26, 2025, Workshop Commission Meeting March 13, 2025, Regular Commission Meeting
Meeting Date:	Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	The Town Commission is requested to review and approve the minutes from the following meetings: • **February 12, 2025** – Regular Commission Meeting • **February 26, 2025** – Special Commission Meeting • **February 26, 2025** – Workshop Commission Meeting • **March 13, 2025** - Regular Commission Meeting
Staff Recommendations:	Approval of the minutes as presented or with any necessary corrections.
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

03.13.2025 Regular Commission Meeting
02.12.2025 Regular Commission Meeting
2. 26. 2025 Special Commission Meeting
02.26.2025 Workshop Commission Meeting

MINUTES REGULAR COMMISSION MEETING

7:00 PM – Thursday March 13, 2025
Commission Chambers

The REGULAR COMMISSION MEETING of the Town of Pembroke Park was called to order on Thursday, March 13, 2025, at 7:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrissette; Clerk Commissioner William Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

1 CALL TO ORDER

Mayor Mohammed called the meeting to order at 7:03 p.m.

2 PLEDGE OF ALLEGIANCE

Led by the Mayor and Commissioners.

3 ROLL CALL

The meeting was called to order at 7:03 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrissette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner (attended via phone); Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Jacobs Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; Chandler Williamson, Deputy Town Manager and David Lynch, Town Manager.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

The Town Manager requested to add the following remarks to Agenda Item 7.5 regarding ARPA Funds: The list includes 10 items for infrastructure and Town programs, with estimated costs for each. Depending on costs and circumstances, commissioners may reallocate funds between items as needed. While individual dollar amounts may shift, the total funding will remain unchanged. He requested a motion to allow flexibility in adjusting allocations to ensure project and program completion in the Town.

5 PRESENTATIONS / PROCLAMATIONS

5.1 Proclamation Declaring Colorectal Cancer Awareness Month

5.2 Proclamation Honoring Genita Joseph

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

David Roach from Dale Village Mobile Home, 5001 Hallandale Beach Blvd, addressed the Commissioners regarding the ongoing fire hydrant issue in the mobile home communities. He inquired about the actions being taken to resolve the problem, noting that the issue was not included on the agenda.

Clerk Commissioner Hodgkins and the Town Manager informed Mr. Roach that the commission is working with the Fire Chief to develop a plan, which is currently under discussion. Once finalized, the Commissioners will present it to the public.

7 CONSENT AGENDA

7.1 Approval of Minutes - Town Clerk Garcia-Lima
December 2, 2024, Workshop Commission Meeting
December 11, 2024, Regular Commission Meeting
December 12, 2024, Special Commission Meeting
January 8, 2025, Workshop Commission Meeting
January 15, 2025, Regular Commission Meeting
January 29, 2025, Workshop Commission Meeting

7.2 Town's Website Upgrade - IT Director Pakula
Review and consideration of approval of an upgrade to the Town’s website through CivicPlus to enhance functionality, user experience, and accessibility

7.3 Consideration and approval of Updated Authorized Signatories for Town Accounts - Finance Director Davermann
RESOLUTION NO: 2025-007

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PROVIDING FOR THE AUTHORIZED SIGNATURES ON THE SEVERAL ACCOUNTS OF THE TOWN OF PEMBROKE PARK WITH THE VARIOUS DEPOSITORIES DESIGNATED BY THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

7.4 Consideration of Approval of the First Amendment to Easement Agreement - Town Manager Lynch

7.5 Consideration and approval of ARPA Funds Allocation and Utilization – Town Manager Lynch

7.6 Discussion and possible action on the implementation of the Beehive Ticketing System to enhance service request tracking and management - IT Director Pakula

7.7 Consideration and approval of the bid award to RG Underground for RFP 24-06R for the S.W. 30th Street Sanitary Sewer Forcemain Replacement and authorization to enter into an agreement - Public Services Director Merantus

ACTION: Clerk Commissioner Hodgkins made a motion to approve the consent agenda. Vice Mayor Morrissette seconded the motion, and it passed unanimously on a poll vote.

8 RESOLUTIONS

8.1 Review and consideration of approval of the proposed public relations agreement - Town Manager Lynch

RESOLUTION NO. 2025-009

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND PUBLIC COMMUNICATORS GROUP, LLC, ATTACHED HERETO AS EXHIBIT “A,” FOR COMMUNICATIONS AND PUBLIC RELATIONS SERVICES; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Evan Ross from the Public Communicators Group came forward and addressed any concerns or questions the Commissioners had.
Mayor Mohammed thanked Mr. Ross for his outstanding work during the Policing Ceremony.

Clerk Commissioner Hodgkins emphasized that the contract should go through the bidding process rather than being presented based on professional services. He suggested that Mr. Ross participate in the bidding process to allow for the consideration of other public relations firms, as there may be more competitive options than Public Communicators Group.

Mayor Mohammed acknowledged that Mr. Ross has been a longstanding partner with the Town of Pembroke Park and has demonstrated his expertise and professionalism. He emphasized that selecting the lowest-cost option is not always in the Town's best interest, as it could lead to higher costs in the long run.

Commissioner Jacobs expressed his belief that retaining Mr. Ross as the Town's PR firm would be in the best interest of the community.

The Town Manager added that having a contract with Mr. Ross would ensure his full attention to promoting the Town and highlighting its positive developments. He also emphasized Mr. Ross's valuable connections with media professionals across print, electronic, and digital platforms.

ACTION: Vice Mayor Morrissette made a motion to approve the Pembroke Park Agreement between the Town of Pembroke Park and Public Communicators Group, LLC. Commissioner Jacobs seconded the motion, and it passed unanimously on a poll vote.

9 ORDINANCES – FIRST READING

9.1 Speed Camera Program in School Zones - Town Manager Lynch

ORDINANCE NO: 2025-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO POWERS OF LOCAL AUTHORITIES; AMENDING CHAPTER 22 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACE;" BY SPECIFICALLY AMENDING ARTICLE II, ENTITLED "STREETS, SIDEWALKS, AND ROADWAYS," DIVISION 5, ENTITLED, "ROADWAYS;" CREATING SECTION 22-100, TO BE ENTITLED "SPEED DETECTION SYSTEMS; SCHOOL ZONES;" PROVIDING FOR SPEED DETECTION SYSTEM PLACEMENT AND INSTALLATION;

PROVIDING FOR SCHOOL CROSSING GUARD RECRUITMENT AND RETENTION PROGRAM; PROVIDING FOR SPEED DETECTION SYSTEMS IN SCHOOL ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Mayor Mohammed expressed her opposition to using cameras for school zone speeding, where tickets are mailed a month later. She emphasized that she prefers having police officers present to deter speeding and issue tickets on the spot. Additionally, she pointed out that the use of camera footage for such violations has very limited utility.

Town Attorney Horowitz advised that the ordinance presented closely follows a recent amendment to state law. The statute was amended in 2022 or 2023 to allow speed detection by cameras in school zones. He clarified that, under Florida law as reflected in the ordinance, the mayor is correct: the footage from these cameras cannot be used for general law enforcement or surveillance purposes. The cameras are specifically intended for monitoring speed in school zones. If the ordinance passes both the first and second readings, a vendor will need to be contracted to install and monitor the cameras.

Commissioner Jacobs stated that the purpose of the ordinance is to enhance safety in school zones, supported by statistical data. He further explained that the most effective way to discipline adults is financially. Given that the town cannot place officers on every corner of the schools to catch speeding drivers, technology has been adopted to assist in addressing this issue.

Vice Mayor Morrissette shared his observations of drivers speeding through school zones and emphasized the importance of protecting the children and schools in the Town of Pembroke Park. He expressed his agreement with Commissioner Jacobs on the need for such measures.

Town Manager Lynch noted that the town will collect statistical data related to the real-life use of the speed cameras, not red-light cameras. He will return with the data to review and discuss the statistical analysis, which will indicate whether or not drivers are slowing down in response to the cameras.

ACTION: Commissioner Jacobs made a motion to approve ordinance on first reading. Clerk Commissioner Hodgkins seconded the motion, and it passed 4-1 with Mayor Mohammed opposing.

10 NEW BUSINESS

No new business was discussed.

11 OLD BUSINESS

No old business was discussed.

12 DISCUSSION

12.1 Chief Building Official Position - Town Manager Lynch
Discussion and possible action to approve the Town Manager's recommendation to hire Emmanuel Agbenohevi as Chief Building Official, and to authorize the Town Manager, or the manager's designee, to make an offer of employment to Mr. Agbenohevi consistent with the Town's manual of personnel policies.

The Town Manager stated that the town needs a full-time Chief Building Official, expressing discomfort with the current Chief Building Official, who is reportedly beholden to a corporation. He emphasized the need for someone who is present and dedicated to the town. After interviewing Mr. Agbenohevi, both the Town Manager and Deputy Town Manager believe he is an excellent fit for the new Chief Building Official position.

ACTION: Clerk Commissioner Hodgkins made a motion to appoint Emmanuel Agbenohevi as the Chief Building Official. Vice Mayor Morrissette seconded the motion, and it passed on a 3-2 poll with Acting Clerk Commissioner Kashem and Mayor Mohammed opposing.

12.2 Discussion and possible action on Conducting an Internal Charter Study - Commissioner Jacobs

Commissioner Jacobs remarked that the town has not conducted a full charter study, which is required every 10 years. He instructed Town Management to initiate the process of an internal charter study.

Deputy Town Manager Williamson commented that the study will involve a thorough review, as significant changes and improvements may be needed. He noted that some aspects of the town's charter could be missing or outdated and will require attention during the review process.

12.3 Discussion and possible action regarding attendance at the Broward County League of Cities 68th Annual Gala. Enclosed is the information on sponsorship packages.

Town Clerk Garcia-Lima discussed the Broward County League of Cities 68th Annual Gala, noting that the League offers various sponsorship packages. She recommended the middle-tier package, which is the same one the town has sponsored in previous years. This package includes 10 seats.

ACTION: Commissioner Jacobs made a motion to approve the premium sponsorship for the Broward County League of Cities 68th Annual Gala. Clerk Commissioner Hodgkins seconded the motion, it passed unanimously on a poll vote.

12.4 Discussion and Possible Action on the Appointment of a Voting Delegate for the Broward League of Cities Board of Directors.

Town Clerk Garcia-Lima advised that the Broward League of Cities has requested the commissioners to designate a Director, Alternate and Second-Alternate to represent the town as the voting delegates for the four Broward League of Cities Board of Directors meeting. Mayor Mohammed nominated Vice Mayor Morrissette as Director to represent the town. Vice Mayor Morrissette nominated Clerk Commissioner Hodgkins as the alternate, and Vice Mayor Morrissette nominated Mayor Mohammed as second alternate.

It was the consensus of the commission to accept the nominations.

12.5 Discussion on the Festival Arts Event scheduled for March 15, 2025 - Commissioner Jacobs

Commissioner Jacobs expressed concerns about the Festival Arts Event scheduled for March 15th, particularly regarding the closure of the park to the public and the charges for entry due to the event. He also noted that the event was not brought before the commissioners for discussion or approval before being scheduled in the park.

Mayor Mohammed responded that this event has been held for over 10 years and is part of a program sponsored by the Broward County Tourist Board, as well as by the state. She explained that the event aims to promote friendship, health, and love, and requires funding to bring in various vendors for the community. The event remains open to the public, with Watkins Elementary School providing the Little Elementary School dancers for the event.

13 ATTORNEY REPORTS

Town Attorney Horowitz had no reports or comments.

14 TOWN MANAGER REPORTS

Town Manager Lynch expressed his gratitude to the police department for the ceremony and their ongoing contributions to the future of the Town of Pembroke Park.

15 COMMISSION REPORTS

Commissioner Jacobs reported that the town has had someone handling Business Tax Receipts (BTRs) for a long time, but unfortunately, the process was not done properly. There are locations where businesses no longer exist, yet active BTRs remain. These issues need to be addressed. Additionally, he mentioned that Code Enforcement must address complaints brought up by businesses. Lastly, he emphasized that the town's building department needs to be in compliance with state regulations by June 1st, and asked management to ensure the town meets this requirement.

Mayor Mohammed has requested a strategic meeting to be scheduled on a Saturday for the commissioners to sit and discuss the new ideas everyone may have for the town.

Clerk Commissioner Hodgkins had no reports.

Acting Clerk Commissioner Kashem had no reports.

Vice Mayor Morrissette had no reports.

16 ANNOUNCEMENTS

16.1 Special Magistrate Hearing, Wednesday, March 19, 2025, at 9:00 a.m.
Workshop Commission meeting, Wednesday, March 26, 2025, at 6:00 p.m.
Regular Commission meeting, Wednesday, April 9, 2025, at 7:00 p.m.

Special Events
Festival of the Colors, Saturday, March 15, 2025, at 10:00 a.m. through 7:00 p.m**. The park has been rented out by the Festival of the Colors Committee for this event.**

~~Food Drive, Saturday, March 22, 2025, at 10:00 a.m.~~

17 ADJOURNMENT

With no further business to discuss the meeting adjourned at 8:25pm.

ATTEST:

_____
Cynthia Garcia-Lima, Town Clerk

Commission approved on:

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (tdd).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

MINUTES
REGULAR COMMISSION MEETING

7:00 PM - Wednesday, February 12, 2025
Commission Chambers

The **REGULAR COMMISSION MEETING** of the Town of Pembroke Park was called to order on Wednesday, February 12, 2025, at 7:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Vice Mayor Erik Morrissette; Clerk Commissioner William Hodgkins; Commissioner Geoffrey Jacobs; Acting Clerk Commissioner Musfika Kashem (via phone)

EXCUSED: Mayor Ashira Mohammed

1 CALL TO ORDER

Commissioner Jacobs called the meeting to order at 7:00 p.m.

2 PLEDGE OF ALLEGIANCE

Led by Mayor and Commissioners

3 ROLL CALL

The meeting was called to order at 7:00 pm by Commissioner Geoffrey Jacobs. Present at the meeting were Erik Morrissette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; Geoffrey Jacobs, Commissioner

Additional staff in attendance were Jacobs Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; Chief Police Daniel Decoursey; James Davermann, Finance Director; and David Lynch, Town Manager.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Commissioner Jacobs requested for Consent Agenda Item 7.2 be moved to Section 11 and become 11.1. This move was agreed upon by all Commissioners.

5 PRESENTATIONS / PROCLAMATIONS

5.1 Proclamation Declaring Child Abuse Prevention Month
5.2 Proclamation Declaring February Black History Month
5.3 Proclamation Declaring Irish American Heritage Month
5.4 Proclamation Honoring Cassamajor Smith

Commissioner Jacobs presented the proclamations.

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

David Roach, Dale Village Mobile Home Park, 2621 S.W. 48th Terrace, came forward and commented about his concerns on the parking reduction plan and electric vehicles.

7 CONSENT AGENDA

7.1 Approval of 2025 Regular Commission Meetings and Workshops

7.2 Approval to raise the Town's minimum starting salary to $52,000 annually-Commissioner Jacobs – moved to 11.1

7.3 Approval for Audio-Visual System Upgrade and Production Integration-IT Director Pakula

ACTION: Vice Mayor Morrissette made a motion to approve the Consent Agenda. Commissioner Jacobs seconded the motion, and it passed unanimously on a poll vote.

8 PUBLIC HEARINGS

8.1 File No: 24-PR-03
Applicant: MHP Broward I, LTD / Kimley-Horn and Associates, Inc
Address: NE Corner of SW 56th Avenue & County Line Road
Request: Parking Reduction Approval to reduce parking from 305 parking spaces to 168 parking spaces to construct a new 10-story building consisting of 150 affordable senior residential units.
RESOLUTION NO: 2025-006
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPROVING THE PARKING REDUCTION APPLICATION NO. 24-PR-03, ATTACHED HERETO AS

EXHIBIT “A”; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR RECORDING OF PARKING REDUCTION ORDER IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Michael Vonder-Meulen with Keith Consultant, Town Planner, presented a project proposal for the Parking Reduction Approval.

Commissioner Jacobs expressed concerns about the parking reduction and its potential impact on the community, including both current and future residents. He also raised concerns about the lack of readily available public transportation, which is more accessible in other states or cities. He requested that 6 to 8 EV stations be installed to accommodate electric vehicles, helping to offset the reduction in parking spaces.

Keith Poliakoff, on behalf of the applicant, came forward to address the Commissioners’ concerns about public transportation, EV connections and the amount of parking spaces.

Chris Sheer, from Donald's Housing Partners, addressed the public transportation concern. He explained that they are partnered with Miami Jewish Health System, which provides bus or shuttle transportation for residents to grocery stores, doctor appointments, and other essential locations. He also mentioned that he has other developments with the same concept—62+ communities with one-bedroom units and one assigned parking space. He assured the Commissioners that operationally, a 62+ senior affordable community with one parking space per unit is fully adequate.

Town Attorney Horowitz explained that the Town's code includes specific language outlining the criteria for parking reductions. He clarified that the applicant must demonstrate certain conditions, and it is the Commission's responsibility to apply the code’s standards when evaluating the application.

Town Attorney Horowitz entered into the record correspondence from the Pembroke Park Church of Christ, located at 3707 S.W. 56th Ave., which was received via certified letter. The letter expressed their opposition to the proposed parking reduction development, outlining the reasons for their opposition.

Town Attorney Horowitz also stated for the record that Mayor Mohammed was not present at the meeting and, therefore, did not have the opportunity to hear the testimonies or review the evidence presented.

However, Mayor Mohammed submitted an email expressing her concerns about the project, particularly regarding the criteria outlined in the code.

ACTION: Vice Mayor Morrissette made a motion to approve Resolution 2025-006, with the condition that a minimum of six EV parking spaces be equipped. Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

8.2 File No: 23-Plat-01
Applicant: Public Storage IV LTD / Bohler Engineering FL, LLC
Address: 3080 Pembroke Road
Request: Plat Approval – new five-story 210,775 gross square foot self-storage with accessory office.
RESOLUTION NO: 2025-005
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PUBLIC STORAGE PEMBROKE PLAT LYING ON THE SOUTHEAST CORNER OF PEMBROKE ROAD AND SW 31st AVENUE; PROVIDING AN EFFECTIVE DATE.

ACTION: Vice Mayor Morrissette made a motion to approve Resolution **2025-005.** Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

9 ORDINANCES ON SECOND READING

9.1 Ordinance Amending Section 2-125 - Town Attorney Horowitz
ORDINANCE 2025-001
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE V OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PROCUREMENT;" BY SPECIFICALLY AMENDING SECTION 2-125 OF THE TOWN CODE, ENTITLED "APPLICATION AND EXCLUSIONS;" PROVIDING FOR AN AMENDED PROCESS TO WAIVE CERTAIN COMPETITIVE BIDDING REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Vice Mayor Morrissette made a motion to approve Ordinance **2025-001.** Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

10 NEW BUSINESS

10.1 Police RMS Licensing- Police Chief Daniel Decoursey

ACTION: Clerk Commissioner Hodgkins made a motion to approve Resolution Police RMS Licensing. Vice Mayor Morrissette seconded the motion and passed unanimously on a poll vote.

11 OLD BUSINESS

11.1 (7.2) Approval to raise the Town's minimum starting salary to $52,000 annually-Commissioner Jacobs

ACTION: Clerk Commissioner Hodgkins made a motion to table Approval to raise the Town's minimum salary to $52,000 annually**.** Vice Mayor Erik Morrissette seconded the motion, and it passed unanimously on a poll vote.

12 DISCUSSION

12.1 Consideration and Approval accepting the recommendation from the Evaluation Committee and authorizing the Town Manager to award a competitively bid contract to James Moore, the lowest responsible, responsive bidder for $158,000, pursuant to RFP 24-06 for Auditing Services

ACTION: Clerk Commissioner Hodgkins made a motion to accept recommendation to award bid to James Moore. Vice Mayor Morrissette seconded the motion, and it passed unanimously on a poll vote.

13 ATTORNEY REPORTS

The Town Attorney had no reports.

14 TOWN MANAGER REPORTS

Footnote to 12.1: Town Manager advised the Commissioners they will see 12.1 item again because the agreement itself will have to come up for a formal vote.

15 COMMISSION REPORTS

Mayor Mohammed was not present.

Vice Mayor Morrissette had no comments.

Clerk Commissioner Hodgkins had no comments.

Commissioner Jacobs had no comments.

Acting Clerk Commissioner Kashem had no comments.

16 ANNOUNCEMENTS

16.1 Collective Bargaining Session, Thursday, February 13, 2025, at 10:00 a.m.
Special Commission Meeting, Thursday, February 26, 2025, at 5:30 p.m.
Workshop Commission meeting, Wednesday, February 26, 2025, at 6:00 p.m.
Regular Commission meeting, Thursday, March 13, 2025, at 7:00 p.m.
Special Magistrate Hearing, February 19, 2025, at 9:00 a.m.

17 ADJOURNMENT

With no further Town business to discuss, the meeting adjourned at 8:00pm.

ATTEST:

_____
Cynthia Garcia-Lima, Town Clerk

Commission approved on:

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (tdd).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

MINUTES SPECIAL COMMISSION MEETING

5:30 PM - Wednesday, February 26, 2025
Commission Chambers

The **SPECIAL COMMISSION MEETING** of the Town of Pembroke Park was called to order on Wednesday, February 26, 2025, at 5:30 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrissette; Clerk Commissioner William Hodgkins; Commissioner Geoffrey Jacobs and Acting Clerk Commissioner Musfika Kashem, both present via phone.

EXCUSED:

1 CALL TO ORDER

Mayor Mohammed called the meeting to order at 5:45 p.m.

2 PLEDGE OF ALLEGIANCE

Led by Mayor and Commissioners

3 ROLL CALL

The meeting was called to order at 5:45 p.m. by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrissette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Jacobs Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; Chandler Williamson, Deputy Town Manager; David Lynch, Town Manager and James Davermann, Finance Director.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

There were no deletions or withdrawals to the agenda.

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS/ GOOD & WELFARE

There were no public comments related to the agenda items/good & welfare.

6 RESOLUTIONS

6.1 Consideration and Approval of Agreement with Fraternal Order of Police Lodge #194 – Town Manager Lynch

RESOLUTION NO. 2025-008

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN AND THE FRATERNAL ORDER OF POLICE LODGE #194 AND PROVIDING FOR AN EFFECTIVE DATE

ACTION: Vice Mayor Morrissette made a motion to approve Resolution No. 2025-008. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

7 NEW BUSINESS

7.1 Motion to approve the charitable fundraising opportunity for the Town's bike drive in accordance with the Broward County Code of Ethics for Elected Officials (Sec. 1-19(5), Broward County Code) – Town Attorney Horowitz

ACTION: Vice Mayor Morrissette made a motion to approve item. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

7.2 Consideration and approval to authorize the Town Manager to enter into an agreement with James Moore, the lowest responsible and responsive bidder, for Auditing Services pursuant to RFP 24-05 – Finance Director Davermann

ACTION: Vice Mayor Morrissette made a motion to approve Agreement with James Moore. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

8 ATTORNEY COMMENTS

There were no attorney comments.

9 TOWN MANAGER COMMENTS

Town Manager Lynch commented he wants to make sure Commissioner Jacobs and Acting Clerk Commissioner Kashem voted yes on the Police agreement. Both confirmed yes.

10 COMMISSIONER COMMENTS

Commissioner Jacobs had no comments.

Acting Clark Commissioner Kashem had no comments.

Clerk Commissioner Hodgkins had no comments.

Vice Mayor Morrissette had no comments.

Mayor Mohammed had no comments.

11 ANNOUNCEMENTS

11.1 Regular Commission Meeting, Thursday, March 13, 2025, at 7:00 p.m.
Special Magistrate Hearing, Wednesday, March 19, 2025, at 9:00 a.m.
Workshop Commission Meeting, Wednesday March 26, 2025, at 6:00 p.m.

Some members of the Town Commission and staff are attending the National League of Cities Conference in Washington, DC. from March 9, 2025, through March 12, 2025.

12 ADJOURNMENT

With no further business to discuss, the meeting adjourned at 5:56 p.m.

ATTEST:

_____

Cynthia Garcia-Lima, Town Clerk

Commission approved on:

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (tdd).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

MINUTES
WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, February 26, 2025
Commission Chambers

The **WORKSHOP COMMISSION MEETING** of the Town of Pembroke Park was called to order on Wednesday, February 26, 2025, at 6:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Vice Mayor Erik Morrissette; Clerk Commissioner William Hodgkins; Commissioner Geoffrey Jacobs; Acting Clerk Commissioner Musfika Kashem (via phone), Mayor Ashira Mohammed, Commissioner Geoffrey Jacobs (arrived late)

EXCUSED:

1 CALL TO ORDER

Mayor Mohammed called the meeting to order at 6:00 p.m.

2 PLEDGE OF ALLEGIANCE

Led by Mayor and Commissioners

3 ROLL CALL

The meeting was called to order at 6:00 pm by Mayor Mohammed. Present at the meeting were Erik Morrissette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner (via phone); Geoffrey Jacobs, Commissioner

Additional staff in attendance were Jacobs Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; James Davermann, Finance Director; and David Lynch, Town Manager.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

There were no deletions or withdrawals to the agenda.

5 PRESENTATIONS

5.1 Proclamation Declaring American Red Cross Month
5.2 Proclamation Declaring Lifelong Service for Apostle, Dr. Winston Williams
5.3 Proclamation Declaring National Athletic Training Month

Mayor Mohammed presented the proclamations.

6 REPORTS OF COMMITTEES AND TOWN STAFF

6.1 Monthly Department Updates

The monthly department updates were not discussed.

7 OLD BUSINESS

There was no old business to discuss.

8 NEW BUSINESS

8.1 Review and consideration of approval of an upgrade to the Town's website through CivicPlus to enhance functionality, user experience, and accessibility - IT Director Pakula

I.T. Director Pakula came forward and presented the CivicPlus upgrade.

Vice Mayor Morrissette instructed for the item to be placed on the consent agenda for the Regular Commission Meeting scheduled for March 13, 2025.

8.2 Review and consideration of approval of the proposed public relations agreement - Town Manager Lynch

Evan Ross, from the Public Communicators Group, presented his proposed public relations agreement, which aims to enhance the town's image and improve communication with residents.

Vice Mayor Morrissette instructed for the item to be placed on the consent agenda for the Regular Commission Meeting scheduled for March 13, 2025.

8.3 Consideration and approval to update the authorized signatories for the Town's accounts and financial transactions. - Finance Director Davermann
RESOLUTION NO: 2025-XXX
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PROVIDING FOR THE AUTHORIZED SIGNATURES ON THE SEVERAL ACCOUNTS OF THE TOWN OF PEMBROKE PARK WITH THE VARIOUS DEPOSITORIES DESIGNATED BY THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Vice Mayor Morrissette instructed for the item to be placed on the consent agenda for the Regular Commission Meeting scheduled for March 13, 2025.

8.4 Approval of Minutes - Town Clerk Garcia-Lima
December 2, 2024, Workshop Commission Meeting
December 11, 2024, Regular Commission Meeting
December 12, 2024, Special Commission Meeting
January 8, 2025, Workshop Commission Meeting
January 15, 2025, Regular Commission Meeting
January 29, 2025, Workshop Commission Meeting

Vice Mayor Morrissette instructed for the item to be placed on the consent agenda for the Regular Commission Meeting scheduled for March 13, 2025.

8.5 Consideration and Approval of Bid Award to RG Underground for RFP 24-06R for S.W. 30th Street Sanitary Sewer Forcemain Replacement and Authorization to Enter into Agreement - Public Services Director Merantus

Vice Mayor Morrissette instructed for the item to be placed on the consent agenda for the Regular Commission Meeting scheduled for March 13, 2025.

8.6 Consideration and Approval of the First Amendment to Easement Agreement - Town Manager Lynch

Vice Mayor Morrissette instructed for the item to be placed on the consent agenda for the Regular Commission Meeting scheduled for March 13, 2025.

8.7 Discussion and possible action on the implementation of the Beehive Ticketing System to enhance service request tracking and management - IT Director Pakula(ADDED ITEM)

I.T. Director Pakula came forward and presented on the Beehive Ticketing System.

Vice Mayor Morrissette instructed for the item to be placed on the consent agenda for the Regular Commission Meeting scheduled for March 13, 2025.

9 DISCUSSION

9.1 Discussion and Possible Action on Fire Hydrants – Town Manager Lynch & Chief Kane

Chief Kane came forward and presented on the safety concerns of not having fire hydrants in the Lake Shore Mobile Home Park and other mobile home communities. He also emphasized the need for proactive safety measures to prevent similar occurrences in the future.

It was the consensus of the Commission that the Town Manager and Chief Kane develop a plan and present in the near future.

9.2 Community Center - Mayor Mohammed

Town Manager Lynch spoke on behalf of Mayor Mohammed and stated Mayor Mohammed's interest on the idea to develop a community center in Preserve Park.

9.3 Play Ball National Event - June 13, 2025, through June 15, 2025 - Mayor Mohammed

Town Manager Lynch spoke on behalf of Mayor Mohammed this will be presented on the March 13th Regular Meeting agenda. An event the mayor has found beneficial throughout the country.

9.4 Town Wide Banners and Video - Mayor Mohammed

Town Manager Lynch spoke on behalf of Mayor Mohammed interested in obtaining town wide banners dedicated to veterans and different Heroes. This will be at no cost to the town.

9.5 Climate Action Plan - Mayor Mohammed

Town Manager Lynch spoke on behalf of Mayor Mohammed bringing up climate consideration and the different things it does as a general policy.

9.6 Replacement Modular Structure for Howard P. Clark Linear Walkway - Mayor Mohammed

Town Manager Lynch spoke on behalf of Mayor Mohammed mentioned there has been a few engineers looked at the structure and the plan is to move forward to get it repaired.

9.7 ~~Park Canopy for Raymond P. Oglesby Preserve Park - Mayor Mohammed(REMOVED ITEM)~~

9.8 Park Equipment Acquisition – Procurement of new equipment to enhance recreational facilities and improve community spaces - Town Manager Lynch

Natalia Corvo came forward to present Game Time as a provider for park equipment and revisited the option again to remodel the Preserve Park.

9.9 Discussion and Possible action on ARPA Funds Allocation and Utilization - Town Manager Lynch

Town Manager Lynch brought the ARPA funds to the Commission's attention, requesting that Commissioners review the list of proposed community projects and identify priority items for funding. He emphasized that the funds must be appropriated before April. A vote on the use of the funds is scheduled for the March 13th Regular Meeting.

9.10 Discussion and possible action to implement a speed camera program in the Town's schools' zones, not to be utilized anywhere in the town except in the school zone, including direction to the Town Attorney's Office to prepare an ordinance providing for such a program pursuant to State law - Town Manager Lynch

Town Manager Lynch stated his interest in implementing speed cameras in school zones to enhance the safety of children and the community. This topic will be included on the agenda for the March 13th Regular Meeting as an ordinance for first reading.

10 ATTORNEY COMMENTS

The Town Attorney had no comments.

11 TOWN MANAGER COMMENTS

The Town Manager had no comments.

12 COMMISSIONER COMMENTS

12.1 Commissioner Jacobs had no comments.

Clerk Commissioner Hodgkins had no comments.

Acting Clerk Commissioner Kashem addressed item 9.8 on the agenda, noting that Commissioner Jacobs had mentioned her, but due to technological issues, she was unable to hear clearly. She welcomed any suggestions or advice, stating that if a proposal benefits the town, she would be eager to collaborate on the project. She also provided an update on the Sister City progress between the Town of Pembroke Park and Bangladesh. She explained that the process has faced significant delays due to Bangladesh currently being under a caretaker government, which has slowed governmental procedures.

Vice Mayor Morrissette commented he is very optimistic about the future because of the very good staff the town has hired.

Mayor Mohammed had no comments.

Lobbyist David Sigerson, Town Consultant, informed the Commission that he will be unavailable until May due to the start of the legislative session. He noted that the Deputy Town Manager has participated in two successful missions to Tallahassee. He also reminded the Commission that Broward Days will take place on March 18th and 19th. Additionally, he reported monitoring the County Commission Meeting, where extensive discussions were held regarding the Monarch Hill expansion. Lastly, he provided an update from the legislative delegation workshop with the Broward League of Cities, highlighting three key issues: the Sovereign Immunity Bill, the potential elimination of the local business tax by the legislature, and ongoing discussions by the governor and legislators regarding the elimination of property taxes.

13 ANNOUNCEMENTS

13.1 Regular Commission Meeting, Thursday, March 13, 2025, at 7:00 p.m.

Special Magistrate Hearing, Wednesday, March 19, 2025, at 9:00 a.m.
Workshop Commission Meeting, Wednesday March 26, 2025, at 6:00 p.m.

Some members of the Town Commission and staff are attending the National League of Cities Conference in
Washington, DC. from March 9, 2025, through March 12, 2025.

14 ADJOURNMENT

With no further Town business to discuss, the meeting adjourned at 7:26pm.

ATTEST:

_____
Cynthia Garcia-Lima, Town Clerk

Commission approved on:

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (tdd).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Agenda Item Report

Subject:	Motorola Bridge for new Police RMS software - IT Director Pakula
Meeting Date:	Regular Commission Meeting - April 9, 2025
Prepared For:	Police Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Item
Background Information:	See memorandum attached.
Staff Recommendations:	Approve Item.
Procurement:	This is a sole source Item Software written by Motorola to work with Motorola software to interface with the Police department's new RMS system.
Financial Implications:	The total cost of this is $ 35,619.00 This will cover the startup design and maintenance for the next five years.
Alternatives:	None.

ATTACHMENTS:

Memorandum - Motorola Bridge
Pembroke Park Sole Source Justification
SIGNED CONTRACT
ADDENDUM SIGNED

TO: Honorable Mayor & Commissioners

FROM: Mark Pakula IT Director

DATE: March 24, 2025, 2025

TITLE: Additional Information for Motorola Bridge

Dear Commission,

I am writing to provide important information regarding the Motorola bridge software that facilitates the integration between the county's CAD (Computer-Aided Dispatch) system and our RMS (Records Management System) software, SmartCop.

This bridge is essential for ensuring seamless communication between the CAD system and our RMS. Please note that this integration can only be implemented by Motorola, as it involves their proprietary software. It is crucial for the Police Department to go live with SmartCop before the June deadline. Failure to meet this deadline could result in us losing the grant funding for the project, which amounts to over $130,000.

Due to the Commission meeting being pushed back, I approached the Town Manager and the Town Attorney to expedite the process. Motorola's lead time is approximately 30 to 45 days, which would leave the Town with only 30 days to implement the bridge. Waiting for the normal process would have been impractical.

This integration was conditionally approved by our Town Attorney and Town Manager on Friday, March 21, 2025. Given the timeframe and the requirement to have this in place by June 1st to satisfy the grant funding, this will be on the next workshop agenda for formal approval process on April 7, 2025.

The agreement spans five years. In the first year, we will pay Motorola $20,619.00 plus the first year's maintenance fee of $3,000.00. For the remaining four years, we will only pay the maintenance fee of $3,000.00 annually.

Best regards,

Mark Pakula IT Director Town of Pembroke Park.

Motorola Solutions, Inc.
500 W Monroe Street, Suite 4400
Chicago, IL 60661-3781
USA

March 24th, 2025

Pembroke Park Police Department
Dan DeCoursey
Chief of Police
3150 SW 52nd Ave
Pembroke Park, FL 33023
Re: Town of Pembroke Park Source Justification

To Whom It May Concern,

Motorola's CommandCentral Proposal will equip the town of Pembroke Park with additional elements for their Records Management System by leveraging the City's existing investments in technology and infrastructure with their current connection to Broward County's Premier One Computer Aided Dispatch solution. Motorola's interface to SmartCop RMS uniquely combines multiple products into one integrated workflow which improves process workflows to effectively aid in crime prevention and crime response.

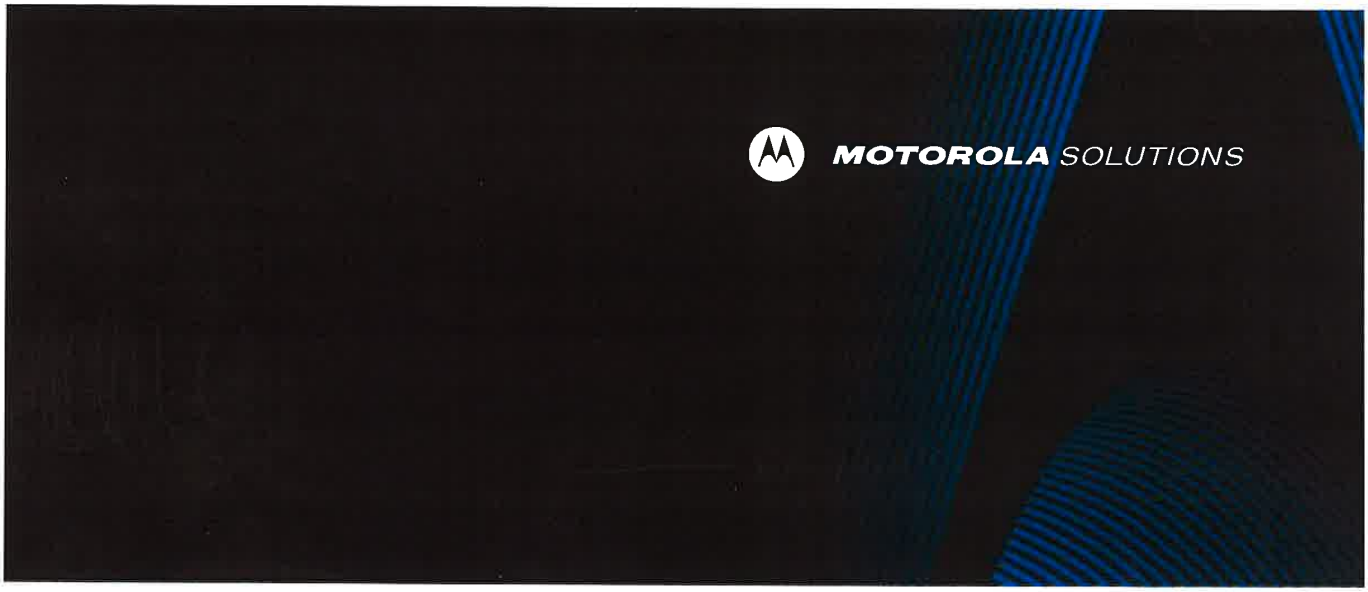
While there are other vendors who provide an interface into SmartCop Records Management System, no other vendor has the ability to integrate into Broward County's Motorola Premier One Computer Aided Dispatch solution which is instrumental for Pembroke Park's existing infrastructure to combine systems into one common operating platform.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. For any further inquiries, please feel free to contact your Motorola Software Area Sales Manager, Aaron Bravo at (954) 465-1263, or aaron.bravo@motorolasolutions.com.

Sincerely,

Aaron Bravo
Area Sales Manager

Motorola Solutions, Inc.



Pembroke Park Police Department

PremierOne CAD to SmartCop Interface

25-191152 / FL25P087SW

March 21, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2025 Motorola Solutions, Inc. All rights reserved.

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 W Monroe Street, Suite 4400
Chicago, IL 60661-3781
USA

March 21, 2025

Pembroke Park Police Department

ATTN: Dan DeCoursey

Chief of Police

3150 SW 52nd Ave

Pembroke Park, FL 33023

Re: Proposal 25-191152/FL25P087SW for Pembroke Park PD, FL – P1 CAD to SmartCop Interface (Proposal)

Dear Chief DeCoursey:

Motorola Solutions, Inc. ("Motorola") is pleased to provide the enclosed Proposal to Pembroke Park Police Department. This Proposal is valid for 90 days from the date of this letter.

Motorola's Proposal is subject to the terms and conditions of the attached Online Terms Acknowledgement and the Agreement and Addenda as listed. You may accept this Proposal by signing the attached Acknowledgement. Alternatively, Motorola would be pleased to address any concerns you might have regarding this Proposal. Please send your order to your Motorola Software Sales Account Manager listed below.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Motorola would be pleased to address any concerns you might have and we look forward to receiving your response. Please feel free to contact your Motorola Software Sales Account Manager, Aaron Bravo, (312) 825-3991, aaron.bravos@motorolasolutions.com with any questions.

Sincerely,

Aaron Bravo
Area Sales Manager

Motorola Solutions, Inc.

Table of Contents

Section 1

Interface Description **3**

1.1 Assumptions **3**

1.2 Interface Functional Overview **3**

1.2.1 Interface Functional Description 3

Section 2

Statement of Work **5**

2.1 General Customer Responsibilities **5**

2.2 Interface Planning Session **6**

2.3 Interface Deployment **6**

Section 3

Proposal Pricing **8**

3.1 Pricing Summary **8**

3.2 Standard Maintenance Annual Pricing Summary **8**

3.3 Payment Milestones **8**

Section 4

Terms and Conditions **10**

Section 5

Attachments **12**

5.1 Interface Description **12**

5.1.1 Diagrams 12

5.1.1.1 High Level Data Flow Diagram 12

5.1.1.2 Persona Flow Diagram 12

5.1.2 Specific Technical Requirements 13

5.1.3 Assumptions 13

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions

Section 1

Interface Description

1.1 Assumptions

This proposal for the PremierOne CAD to SmartCop Interface is subject to the following assumptions:

- The Customer will supply all workstation hardware, OS, and other software required by their infrastructure.
- This Proposal does not include the Scope to make Customer's PremierOne System "Hybrid Ready." The prerequisite to the scope of this proposal beginning is that the System is in a "Hybrid Ready" state.
- Motorola's proposal makes no provision for cabling or capital improvements to the installation environment, nor does it address any power consumption or bandwidth considerations that may be required to support the solution.
- Motorola's proposal is based on the items listed in the detail summary section of the price quotation.

1.2 Interface Functional Overview

The CAD Calls for Service Data Feed Interface ("Interface") allows CAD to provide CFS data to the third party records system. The PremierOne CAD Interface will extract the specified CFS data in JSON format from the PremierOne CAD System and provide the data by sending to a specified SFTP file drop. The CAD CFS Data Feed provides specified CFS data and is based on new or updated incidents. The Interface provides the current snapshot of the incident and sends updates as they occur in the PremierOne CAD system. The Interface will be sending incidents, incident unit and narratives as filtered by agency and according to the below use cases. Data Elements included in this Interface are provided in the Data Elements section of this document; the functionality and data set provided with this Interface are predefined and non-negotiable.

1.2.1 Interface Functional Description

1. PremierOne CAD sends the specified Incident and Incident Unit data to the third party system when a new incident is created and reaches a dispatched status.
   A. The Interface will determine which incidents to send based on the below criteria.
      i. The Interface can filter on one or both of these items.
         a. Incidents are configured for export by defined agencies in the PremierOne CAD system.
            a.i. The Interface will filter on these agencies.
         b. The Interface will filter on incident nature codes as defined by the configured agency in PremierOne CAD.

MOTOROLA SOLUTIONS
Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions

2. PremierOne CAD sends updates as they occur in the CAD incident and by the assigned incident unit or units to the third party system

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions

Section 2

Statement of Work

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) interface(s) as presented in this offer to Pembroke Park Police Department (hereinafter referred to as Customer). When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party vendors.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

2.1 General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, Customer is responsible for:

- All Customer provided equipment, including hardware and third party software necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, and the like.
- Configuration, maintenance, testing, and supporting the third party systems Customer operates that will be interfaced to as part of this project. For those third-party systems, Customer is responsible for establishing Application Programming Interface(s) (API) and providing documentation that details the integration process for the level of interface integration defined by Motorola.
- Initiate, coordinate, and facilitate communication between Motorola and Customer's third-party vendors as required to enable Motorola to perform its duties.
- All necessary third-party upgrades of their existing system(s) that may be required to support the solution. Motorola does not include any services, support, or pricing to support Customer third-party upgrades in this proposal.
- Mitigate the impact to third-party systems, to include interfaces that result from Customer upgrading a third-party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
- Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by Customer for this project, even if Motorola has recommended such contractors.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer provided alternate remote conferencing solution.

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions

2.2 Interface Planning Session

The objective of the interface planning session is to discuss the interface experience presented by each contracted interface(s). Topics of discussion will include the following:

- The functionality delivered with each interface as presented in the interface specific documentation included in this Agreement.
- Deployment requirements and dependencies of each interface (NDA, network information, API, and access credentials required to connect to third-party systems).
- Interface delivery and validation process.

Note – The interface deployment requirements are a prerequisite to roll out the interface(s). Delayed, incomplete, or inaccurate information may have a significant impact on the delivery of the interface(s).

Motorola is not responsible for third-party vendor management, scheduling, or additional cost for software, modification, development, or testing unless the work is defined in this SOW or amended to the Agreement via a change order.

Motorola Responsibilities

- Discuss the need for additional information such as third-party API, SDKs, data schema, and any internal and third party documents necessary to establish interfaces.
- Facilitate an overview of the interface to explain how each functions as well as any dependency on third-party API, SDKs, data schema, and any internal and third party documents necessary to establish interfaces with local and remote systems.
- Communicate the functional interface demonstration process.

Customer Responsibilities

- Establish all required third party API(s) and SDK(s) and provide all licensing and documentation for Customer's existing systems.
- Collect information on third-party API, SDKs, data schema, and any internal and third party documents necessary to establish interfaces with all local and remote systems and facilities within ten days of the Project Kickoff Meeting to avoid impact on the Project Schedule.
- Establish network connectivity between the Motorola server(s) and all third-party interface demarcations.

2.3 Interface Deployment

The installation, configuration, and demonstration of the interface will be an iterative series of activities depending upon access to the third-party system. Connectivity will be established between the Motorola system and the external third party system to which the contracted software will interface. Motorola will configure the system to support the contracted interface as described in this Agreement. Customer is responsible for engaging third-party vendors, as required, to facilitate connectivity and testing of the interface.

Motorola Responsibilities

- Establish connectivity to external and third party system.

- Deploy interface to support the functionality described in this Agreement and discussed during the Interface Planning Session.
- Validate that the interface can transmit data in accordance with this Agreement and discussed during the Interface Planning Session.

Customer Responsibilities

- Act as liaison between Motorola and third party vendor as required to establish interface connectivity with the Motorola system.
- Provide personnel proficient with and authorized to make changes to the network and third party systems to support Motorola's interface installation efforts.
- Provide network connectivity between PremierOne and the third-party system.
- Provide external interface connection demarcation points at locations agreed to by Motorola. These locations shall normally be adjacent to the PremierOne equipment rack.

Motorola Deliverables

- Contracted Interface

Section 3

Proposal Pricing

3.1 Pricing Summary

Proposal Item Description	
Implementation Services	$20,619
Implementation Grand Total	$20,619

3.2 Standard Maintenance Annual Pricing Summary

Standard Maintenance Summary	
Year 1	$3,000
Year 2	$3,000
Year 3	$3,000
Year 4	$3,000
Year 5	$3,000
Total Years 1 - 5	$15,000
Grand Total	$35,619

3.3 Payment Milestones

Payment

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase Milestones

Payment Milestone	Payment
Execution of Contract	50%
Final Acceptance	50%

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

Motorola will invoice Customer annually in advance of each year of the plan. For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8% - 3% base).

Section 4

Terms and Conditions

Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms available at https://www.motorolasolutions.com/product-terms and listed below are incorporated in and form part of the Parties' agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

   Master Customer Agreement

   Master Customer Agreement - Motorola Solutions

   Software Products Addendum

   Software Products Addendum - Motorola Solutions

   Equipment Purchase and Software License Addendum

   Equipment Purchase and Software License Addendum - Motorola Solutions

1. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer's purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.
2. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
3. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of _____.
4. Purchase Order Requirements (Customer check one only)

   _____ Purchase Order is issued and attached.

   _____ No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issues against this order, and that funding has been encumbered for this order in its entirety.

Use or disclosure of this proposal is subject to the restrictions on the cover page.Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions

5. Ship to, bill to and Ultimate Destination addresses are provided on the quote, attached to this letter or included on the Purchase Order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.	Pembroke Park Police Department
By:	By:
Name: Aaron Bravo	Name: Jeffrey Lewis
Title: Area Sales Manager	Title: Acting Town Manager
Date: 3/21/25	Date: 3/24/25

Section 5

Attachments

Motorola has provided attachments to the agreement on the following pages and should be part of this proposal. These attachments may include, but are not limited to: interface descriptions, data conversion information, brochures, other description documentation, etc.

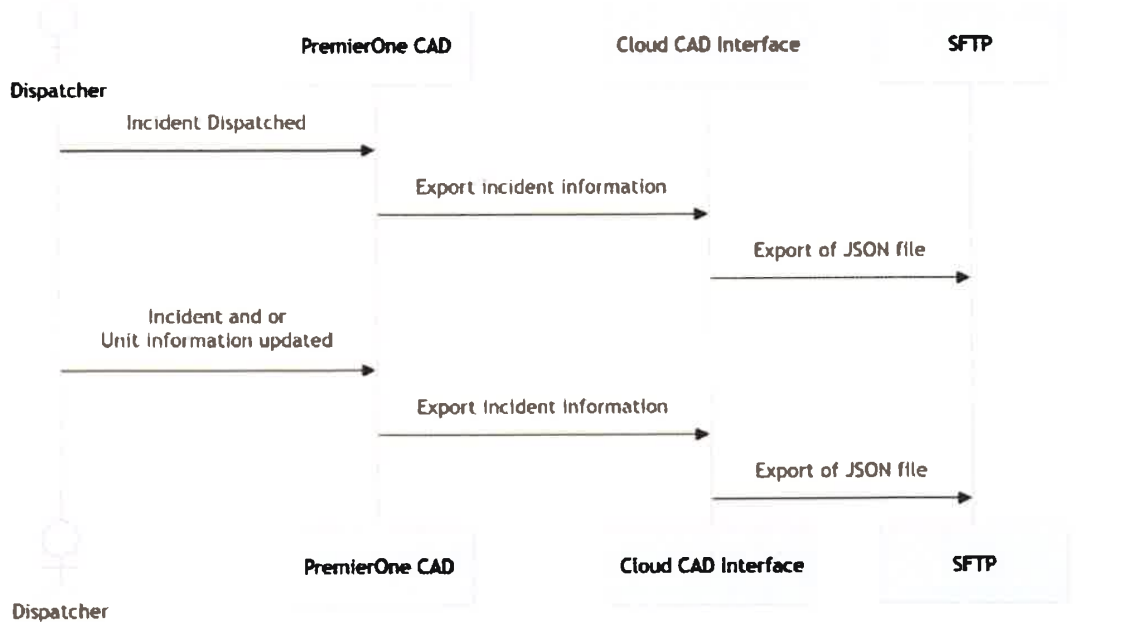
5.1 Interface Description

5.1.1 Diagrams

5.1.1.1 High Level Data Flow Diagram



5.1.1.2 Persona Flow Diagram



Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions

5.1.2 Specific Technical Requirements

Target System Version	Target System Connection Protocol	Send Only	Receive Only	Bidirectional	Acknowledge Received/Send
Latest version of third party system is expected	SFTP	X			

NOTE: Any other type of connection to the 3rd party system (e.g. SOAP/REST API) or file format (e.g. XML or text or CSV) is not supported for this standard Interface. If integration with a 3rd party API or a different file format is required, a custom Interface will be needed instead.

- An FTP, SFTP, or SMB server with appropriate credentials and permissions is required for the Interface to write to (typically provided by the customer or 3rd party CFS consumer)
- Exceptions are logged by via cloud services and displayed on a management dashboard
- The Interface will send incidents, incident unit and narrative data in one payload
- All data will be provided as specified below in the Supported Data Elements portion of this document
  - No list management (CAD) code table lookups or format conversions, outside of those described below, will be performed
- The SFTP "file drop" location will be made configurable in the Interface Configurations page online at https://admin.commandcentral.com
  - domain security (e.g., username and password) for SFTP access is made configurable in the same Interface web page
- The File name logic for all incident messages will be `[alias]-[datetime].xml`
  - `[alias]` = The PremierOne CAD Incident Number as recorded and shown in the CAD user Interface
  - `[datetime]` = date and time for the creation of the XML file
  - example: 123456-063020231439.xml

5.1.3 Assumptions

The vendor will support a single SFTP service to accept CFS data from the Interface with a subfolder for each agency using the single 3rd Party RMS or for each separate RMS system.

Motorola Responsibilities

- Prior to implementation, provide guidance on hardware, software, and network connectivity that may be required of the customer to support the Interface implementation, use, and maintenance.
- Deploy, setup, test, and demonstrate the functionality described in this document to the customer.

Customer Responsibilities

- Provide all hardware, software, and network connectivity not specifically provided by Motorola Solutions prior to implementation
- Procure all customer 3rd party Licenses and API documentation, as required

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions

- Ensure all agency values are consistent between PremierOne CAD and the 3rd Party vendor
- The customer's 3rd party system must be on a version supported by the customer's 3rd party vendor
- Procure and required upgrades for their 3rd party vendor software
- Coordinate customer and 3rd party involvement with the implementation and testing of the Interface, as required
- Witness the functional demonstration of the Interface
- Protect the Customer Enterprise Network against unauthorized access
- Provide secure connections between PremierOne CAD and the Interface
- Manage customer 3rd party responsibilities to completion, as applicable, enabling Motorola Solutions to complete its responsibilities
- Manage communication between Motorola Solutions and Customer's 3rd part vendor, enabling Motorola Solutions to complete its responsibilities

Motorola Deliverables

The Interface will be considered complete when a functional demonstration is conducted validating the Interface works in accordance with this document

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions

Addendum to Terms and Conditions

The following shall be included as part of the PremierOne CAD to SmartCOP Interface – 25-191152 / FL25P087SW (the "Proposal") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Pines, FL 33023 ("Town") and **Motorola Solutions Inc.**, with offices at 500 W. Monroe Street, Suite, 4400, Chicago, IL 66061 ("Motorola"). In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

4. **Termination.**

Notwithstanding anything contained in the Proposal or herein to the contrary, the Town may terminate this Agreement for convenience by providing Motorola with no less than thirty (30) days of its intention to termination. In the event of a termination pursuant to this section, Motorola shall be entitled to compensation for all services rendered through the date of such termination.

5. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither MOTOROLA nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. MOTOROLA will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. MOTOROLA further agrees that MOTOROLA will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

6. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that MOTOROLA is an independent contractor under this Agreement and not the Town 's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers'

Compensation Act, and the State unemployment insurance law. MOTOROLA shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of MOTOROLA. MOTOROLA agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the MOTOROLA Products and Services; however, the MOTOROLA Products and Services are provided "AS IS" and as available. This Agreement shall not be construed as creating any joint employment relationship between MOTOROLA and the Town and the Town will not be liable for any obligation incurred by MOTOROLA, including but not limited to unpaid minimum wages and/or overtime premiums.

7. **Binding Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

8. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by MOTOROLA without the prior written consent of Town. For purposes of this Agreement, any change of ownership of MOTOROLA shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9. **Public Records**

9.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. MOTOROLA shall comply with Florida's Public Records Law. Specifically, MOTOROLA shall:

9.1.1 Keep and maintain public records required by the Town to perform the service;

9.1.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

9.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, MOTOROLA shall destroy all copies of such confidential and exempt records remaining in its possession after MOTOROLA transfers the records in its possession to the Town, unless otherwise required by law; and

9.1.4 Upon completion of the Agreement, MOTOROLA shall ensure the transfer to the Town, at no cost to the Town, all public records in MOTOROLA's possession. All records stored

electronically by MOTOROLA must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

9.2 The failure of MOTOROLA to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing MOTOROLA with at least thirty (30) days prior, provided, however, that MOTOROLA will be given the opportunity to cure the breach within said period of time.

IF MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MOTOROLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppfl.gov

10. **Notice**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section or by email. For the present, MOTOROLA and Town designate the following as the respective places for giving of notice:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

MOTOROLA: Motorola Solutions, Inc.
Attn: Aaron Bravo
500 W. Monroe Street, Suite 4400

Chicago, IL 60661-3781
Telephone No. (312) 825-34991
Email: aaron.bravos@motorolasolutions.com

11. **Attorneys' Fees**
In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

12. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

13. **Scrutinized Companies**
MOTOROLA, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

13.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

13.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

13.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

13.2.2 Is engaged in business operations in Syria.

14. **E-Verify**
MOTOROLA certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

14.1 Definitions for this Section:

14.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a MOTOROLA or consultant.

14.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

14.1.3"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

14.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

14.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

14.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

14.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE TO FOLLOW

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

CYNTHIA GARCIA-LIMA,
TOWN CLERK

BY: Jeffrey Lewis
~~DAVID LYNCH~~ Jeffrey Lewis
Acting TOWN MANAGER

APPROVED AS TO FORM.

JACOB G. HOROWITZ
TOWN ATTORNEY

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

MOTOROLA:

Signed By: _____

Print Name: Aaron Bravo

Title: Area Sales Manager

{00628131.1 3399-0000000 }

Agenda Item Report

Subject:	Consideration and approval of an Underground Drainage Pipe Easement Agreement between the Town and Pembroke Park Villas, LLC - Town Manager Lynch
Meeting Date:	Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Easement Agreement - Town of Pembroke Park (Pembroke Villas)

This instrument prepared by,
or under the direction of:

Lorenzo Cobiella, Esq.
Gastesi, Lopez, Mestre & Cobiella, PLLC
8105 N.W. 155 Street
Miami Lakes, Florida 33016

UNDERGROUND DRAINAGE PIPE EASEMENT AGREEMENT

THIS UNDERGROUND DRAINAGE PIPE EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of this ____ day of _____, 2025 by and between PEMBROKE PARK VILLAS, LLC, a Florida limited liability company ("**Grantor**") and the **TOWN OF PEMBROKE PARK**, a municipal corporation ("**Town**").

RECITALS:

A. Grantor is the owner of that certain land ("**Grantor's Property**") located in The Town of Pembroke Park, Broward County, Florida legally described as provided in **Exhibit "A."**

B. Grantor has submitted to the Town a site plan that includes the connection of a sewer line to a pump station located within an adjacent property located at _____, and depicted in **Exhibit "B."**

C. In connection with approval of the site plan by the Town, the Grantor agrees to provide an easement to the Town to enter onto Grantor's property and have access to the sewer line, for any existing or future need that the Town may have.

D. Grantor agrees to assume any and all responsibility for the maintenance of the sewer line, including all costs and expenses associated with such maintenance.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Town hereby agree as follows:

1. **Recitals**. The Recitals to this Agreement are true and correct and are hereby incorporated by reference and made a part hereof.

2. **Grant of Easement**. Grantor hereby grants to the Town of Pembroke Park a nonexclusive underground (except to the extent expressly provided herein)

easement ("**Easement**") on and under that portion of Grantor's Property ("**Easement Area**") described in **Exhibit "C"** attached hereto and by this reference made a part hereof for: (i) access to the sewer line in order to make any and all maintenance and modifications that may be necessary for the public good, and (ii) the sewer line shall be designed to allow for Town access as provided in **Exhibit "B"** attached hereto and by this reference made a part hereof. Grantor retains and shall have the right to use the surface of the Easement Area and any portion of Easement Area above the underground pipe for all purposes that do not materially interfere with the Town's access to the Easement, including the location of utilities, landscaping and parking. The Town shall have the right to relocate, remove, or replace any landscaping or structure impeding access to the Easement Area by the Town at the Grantor's expense. Notwithstanding anything herein to the contrary, the Grantor shall be responsible for the maintenance of all sewer lines on the Grantor's Property and within the Easement Area, including all costs associated therewith.

Grantor acknowledges that in the event the Town incurs any expenses in constructing, maintaining, or repairing the underground pipe due to the damage of the pipe by the Grantor, or its agents, contractors, invitees, successors, or assigns, that the Grantor shall reimburse the Town for said expenses including attorney's fees and costs to collect said expenses.

3. **Consumption Tracking**. The parties agree that one intent of this easement is to ensure that the Town is able to track utility consumption within the Grantor's Property and to recover all costs and expenses associated with such consumption. Grantor expressly authorizes the Town to install flow meters (or similar devices as may be determined within the sole discretion of the Town) within the Easement Area to track utility usage and consumption within the Grantor's Property. Alternatively, the Town shall be permitted to take any other action as may be determined by the Town to be necessary within the Easement Area to track consumption and utility usage within the Grantor's Property and to ensure that the Town is properly compensated by the Grantor for such usage.

4. **Bond.** Grantor shall furnish to the Town a performance bond pursuant to Sec. 255.05, F.S. equal to the value of the development of the Grantor's Property to guarantee future maintenance of any utility infrastructure located or installed within the Grantor's Property and the Easement Area.

5. **Coordination During Access and Construction**. The Town shall have the right to review and finalize approval of the sewer line.

6. **Environmental**. In connection with the use of the Easement, the Town agrees to comply with all present or future federal, state or local laws, rules, regulations and orders pertaining to the environmental regulation, health, safety, contamination or clean-up ("**Environmental Laws**"). In addition to any other indemnification or other agreement provided for herein, the Grantor shall be responsible for all costs and damages occurring during the Term resulting from environmental contamination, or the failure to

comply with applicable Environmental Laws, resulting from the use of the Easement Area.

7. **Governmental Regulations**. The Town agrees to fully comply with all municipal, county, state and federal laws, ordinances, rules, regulations, standards and guidelines of any governmental entity, agency or authority having jurisdiction over Grantor's Property in connection with the Easement.

8. **Liens**. In connection with the Easement, the Town agrees to pay all costs and expenses of the Town's contractors, suppliers, subcontractors, mechanics, laborers, materialmen, reasonably incurred by the Town in connection with the use of the Easement. Notwithstanding the foregoing, no party shall have the right to place a lien on all or any portion of Grantor's Property as a result of work by or on behalf of the Town on Grantor's Property.

9. **Indemnification**. The Grantor shall indemnify the Town and hold the Town and its members, officers, directors, employees and affiliates (collectively, "Town Officers") harmless from and against any and all action, suits, liens, claims, damages, liabilities, losses, injuries, or expenses, including reasonable attorneys' fees and costs (including fees on appeal and in bankruptcy proceedings), which may arise from, or be attributable to, any acts by the Grantor, or its employees, agents, contractors or subcontractors in connection with this Easement. Such indemnification shall further include the Grantor indemnifying the Town and Town Officers and holding the Town and Town Officers harmless from and against any actions, suits, liens, claims, loss expense or damage brought by future residents or occupants of the Grantor's Property or any owners of property in the adjacent communities as a result of the Grantor granting this easement to the Town.

10. **Insurance**. The Town of Pembroke Park shall require all of its contractors, subcontractors, and agents entering onto Grantor's Property in connection with the Easement to maintain at their sole expense commercial general liability insurance, on an "occurrence" basis (not a "claims-made" basis), for personal injury and property damage having limits of not less than Two Million Dollars ($2,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate. Such insurance shall name Grantor as an additional insured and shall provide that they are primary in coverage, regardless of whether or not Grantor has other collectible insurance. As an express condition of any party entering onto all or any part of Grantor's Property in connection with the Easement, Grantor shall be provided with certificates of insurance for the insurance required above, naming Grantor as an additional insured under such policies and providing thirty (30) days prior written notice of any cancellation or modification of said policies. Further, the policies shall contain a waiver of subrogation in favor of Grantor.

11. **As-Is/ No Representations.** Prior to the execution and delivery of this Agreement, the Town of Pembroke Park has been provided with the opportunity to inspect and investigate the Easement Area, including all physical, legal, environmental and title matters regarding the Easement Area, and to determine whether the Easement

Area is suitable for the Town's permitted and intended use hereunder. Grantor, and no parties representing Grantor, have made any representations to the Town of any nature whatsoever regarding the Easement Area or any other property. The Town will be accepting its rights hereunder with respect to the Easement Area and the Lake on an "as is" basis and will rely solely upon its own inspections and investigations in electing to accept this Agreement.

12. **Relationship of Parties**. Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

13. **General Provisions**.

A. Integration. This instrument together with all other exhibits hereto embodies the whole agreement of the parties with respect to the subject matter hereof, and there arc no promises, terms, conditions, or obligations other than those herein contained. By the acceptance of this Easement, the Town acknowledges complete satisfaction of the Subdivision Requirement.

B. Severability. In the event that any part, term, or provision of the Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular party, term, or provision held to be invalid or unenforceable.

C. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but, all of which together shall constitute one and the same instrument.

D. Captions. Captions are included for convenience only and shall be given no legal effect whatsoever.

E. Amendment. This Agreement shall not be amended or modified in any manner, except, in writing executed by the Grantor and the Town or their respective successors and/or assigns.

F. Applicable Law. This Agreement and all questions of interpretation, construction, and enforcement shall be governed by and construed in accordance with the laws of the State of Florida.

G. Enforcement and Remedies. If either party hereto fails to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting party shall have the right, at its option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein (i) bring an action for the recovery of damages in a court of competent jurisdiction, and/or (ii) bring an action for

specific performance in a court of competent jurisdiction. The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto. The prevailing party in any action brought to enforce the terms and provisions of this Agreement shall be entitled to reimbursement of reasonable attorneys' fees and costs incurred at trial and all appellate levels.

H. Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

I. Successors and assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns

J. Waiver of Right to Trial by Jury. **Grantor and the Town of Pembroke Park, to the fullest extent permitted by applicable law, hereby waiver, relinquish and forego the right to a trial by jury in any action or proceeding based upon, arising out of, or in any way related to this Agreement**.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

PEMBROKE PARK VILLAS, a Florida limited liability company

By: ADERBAL NEVES, Manager

_____
[Print Name]

_____

By: _____
Name: _____
Title: _____

_____
[Print Name]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [__] remote online notarization on this ____ day of _____ 2025 by _____, as _____ of Pembroke Park Villas, LLC a Florida limited

liability company, on behalf of said corporation and limited liability company. He personally appeared before me and is personally known to me.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____
Commission Number: _____

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUE]

Signed, sealed and delivered
in the presence of:

THE TOWN:

TOWN OF PEMBROKE PARK

_____

_____
[Print Name]

_____

By: _____
Name: _____
Title: Town Manager

_____
[Print Name]

Legal Sufficiency:

By: _____
Town/Deputy Town Attorney

Attested By: _____

_____
Town Clerk

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

SS:

The foregoing instrument was acknowledged before me by means of [X] physical presence or [__] remote online notarization on this ____ day of _____, 2025 by _____, as Town Manager of the Town of Pembroke Park, a Florida municipal corporation, on behalf of said municipal corporation. He personally appeared before me and is personally known to me.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____
Commission Number: _____

EXHIBIT A

Exhibit A

Legal Description:

HOLLYWOOD RIDGE FARMS 2-16 MISC PLAT W 142 OF S 1/2 OF SE 1/4 OF SE 1/4 OFSW 1/4 OF SEC 30-51-42, LESS S 15 FT FOR RD R/W TOG WITH E 1/2 OF W 284 FT OFS 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4 OF SEC 30-51-42 LESS S 15 FT FOR RD R/WAKA:LOT 20D & LOT 20E HOLLYWOOD RIDGE FARMS

Folio Number: 514230130162

EXHIBIT B

Exhibit B

Legal Description:

HOLLYWOOD RIDGE FARMS 2-16 MISC LOTS 20B,20F,20G,21A,21C & 21D LESS RDR/W'S

Folio Number: 514230130220

EXHIBIT C

Agenda Item Report

Subject:	Consideration and Approval to use Blue Digital for Scanning Services for Digitization of Town Records
Meeting Date:	Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	The town received three quotes for scanning services, and after careful review, Blue Digital was identified as the most responsive and responsible vendor. Digitizing records will enhance accessibility, improve efficiency, and ensure compliance with record retention policies. Staff recommends using Blue Digital, which has demonstrated reliability, competitive pricing, and a strong track record in document management.
Staff Recommendations:	
Procurement:	Three quotes attached.
Financial Implications:	To approve to not exceed an amount of $35,000.
Alternatives:	

ATTACHMENTS:

Blue Digital Estimate
Milner Estimate
Shred Force Estimate

Blue Digital Corp
1740 NW 94th Avenue
Doral, FL 33172
+1 3052624920
www.bluedigitalonline.com

Estimate

ADDRESS
Cynthia Garcia-Lima Town of Pembroke Park 3150 SW 52nd Avenue Pembroke Park, FL 33023 USA

ESTIMATE #	DATE	
31422	01/03/2025	

SHIP DATE
03/03/2020

QTY	ITEM CODE	DESCRIPTION	RATE	AMOUNT
100,000	**SCANNING SERVICES:8-Scan to PDF file 8.5 x11**	Small Format Scanning to PDF file 8.5x11, 8.5x14, 11x17	0.15	15,000.00T
5,000	**SCANNING SERVICES:12-Scan to PDF File 12x18**	Large Format Scanning to PD File 12x18,18x24, 24x36,30x42, 36x48	0.85	4,250.00
100	**Production**	Document Prep for scanning & Re-assembly)	25.00	2,500.00T
1	**MULTIMEDIA DUPLICATION:Burn CD**	Upload to Laserfiche Cloud (TIFF/PDF images), Index based on templates, OCR	4.95	4.95T
1	**SHIPPING & HANDLING:Delivery**	Pick Up/Delivery - Fuel Charge	195.00	195.00T
15	**Production**	Certified Document Destruction(Qty.= # of Bins) Scope of Work: - Retrieve documents contained in banker boxes from the Town of Pembroke Park - Deliver to Blue Digital warehouse to cataloged and stored. - Documents will be organized, removing staples and clips in preparation for scanning. - Prepped documents will be scanned at 300 dpi, indexed and Ocr'd directly in Laserfiche ERM. Laserfiche template will be provided by the Town of Pembroke Park. - Implement quality control process to ensure all document images are complete, legible with the proper orientation. - Document images are then organized and a Laserfiche briefcase is created, the files uploaded to our Cloud, and a link emailed to	39.00	585.00T

QTY	ITEM CODE	DESCRIPTION	RATE	AMOUNT
		Cynthia Garcia-Lima at the Town of Pembroke Park. -		

SIGNATURE_____ FED TAX ID#05-0528104

SUBTOTAL	22,534.95
TAX	0.00
TOTAL	**$22,534.95**

Accepted By

Accepted Date

From: Cynthia Garcia-Lima
To: Town Clerk
Subject: Fwd: FW: Shred/Scanning Laserfiche
Date: Wednesday, January 8, 2025 5:04:46 PM
Attachments: image001.png

---------- Forwarded message ---------
From: **Chandler Williamson** <cwilliamson@tppfl.gov>
Date: Tue, Dec 17, 2024 at 11:34 AM
Subject: FW: Shred/Scanning Laserfiche
To: Cynthia Garcia-Lima <cynthia.garcialima001@gmail.com>

This is another conversation exchange with Milner as well discussing discounts for government rates.

From: Terri Cavanaugh <tcavanaugh@milner.com>
Sent: Wednesday, September 11, 2024 2:46 PM
To: Chandler Williamson <cwilliamson@tppfl.gov>
Subject: RE: Shred/Scanning Laserfiche

Hi Chandler.

I gave you my best pricing up front. That being said, I'd really like to earn your business. Do you have pricing you can share with me that is where you want to be? I can see what can be done to match/beat them. Let me know your thoughts and I'll do my best to make it happen.

Sincerely,

Terri Cavanaugh

Business Technology Consultant

Palm Beach & Treasure Coast Sales Manager

Mobile: 561-859-6597

Office: 954-312-1532



See what my clients have to say by visiting my LinkedIn Page at:
https://www.linkedin.com/in/terricavanaugh/

From: Chandler Williamson <cwilliamson@tppfl.gov>
Sent: Wednesday, September 11, 2024 1:50 PM
To: Terri Cavanaugh <tcavanaugh@milner.com>
Subject: RE: Shred/Scanning Laserfiche

[External email: Use caution! Do not open attachments or click on links from unknown senders or unexpected emails.]

Hi Terri,

Do you have discounted rate for government?

And do you also have a reduction in cost if the client say has over a certain amount?

Asking because I am comparing offers from others and they offer these incentives to reduce per box cost.

Thanks

From: Terri Cavanaugh <tcavanaugh@milner.com>
Sent: Tuesday, September 10, 2024 10:17 AM
To: Chandler Williamson <cwilliamson@tppfl.gov>; Paul Caldera <pcaldera@milner.com>
Subject: RE: Shred/Scanning Laserfiche

Good morning, Chandler.

Sure, we can provide an estimate for your project. To scan, index & shred would be $300 per box

Plus, a one time pickup charge of $250.

If you need these inserted into Laserfiche, we can provide a flat file you can use for import.

Let me know if you need anything else.

Sincerely,

Terri Cavanaugh

Business Technology Consultant

Palm Beach & Treasure Coast Sales Manager

Mobile: 561-859-6597

Office: 954-312-1532



See what my clients have to say by visiting my LinkedIn Page at:
https://www.linkedin.com/in/terricavanaugh/

From: Chandler Williamson <cwilliamson@tppfl.gov>
Sent: Monday, September 9, 2024 1:32 PM
To: Paul Caldera <pcaldera@milner.com>
Cc: Terri Cavanaugh <tcavanaugh@milner.com>
Subject: Shred/Scanning Laserfiche

[External email: Use caution! Do not open attachments or click on links from unknown senders or unexpected emails.]

Paul,

Good Afternoon,

Just following up on our conversation.

I was wondering if could you provide me a cost analysis for the Town.

Estimate (80 to 140 boxes legal size). Shredding/Scanning

Timeline for completion.

I am going into final budget discussions and its imperative I have a few data points for this area.

Thank you

Chandler F. Williamson, MPA, CPM
Town Manager

Chief Administrative Officer

Ph: 954-966-4600 ext. 220
www.tppfl.gov
3150 SW 52nd Ave

Pembroke Park, FL 33023

Under Florida law, most e-mail messages to or from the Town of Pembroke Park employees or officials are public records, available to any person upon request, absent an exemption or redaction. Therefore, any e-mail message to or from the Town, inclusive of e-mail addresses

contained therein, may be subject to public disclosure.

This email may contain confidential and privileged material for the sole use of the intended recipient. Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

SHRED FORCE
DOCUMENT SHREDDING & DESTRUCTION

QUOTE #1892

SENT ON:

Aug 08, 2024

RECIPIENT:

Town of Pembroke Park

3150 SW 52 AVE
Pembroke Park, Fl 33023
Phone: 954-966-4600 ext 235

Remit Payment To: Shred Force Corp.
2304 West 78th Street
Hialeah, Florida 33016

Phone: 833-917-4733
Email: info@theshredforce.com
Website: www.theshredforce.com

Product/Service	Description	Qty.	Unit Price	Total
Off-Site Scanning & Shredding (banker box 12x15x10) $205.00 per box	Effortlessly digitize and secure your documents with our Off-Site Scanning/Shredding Service. We handle everything from start to finish: collecting the boxes, performing meticulous scanning using advanced OCR (Optical Character Recognition) technology, and providing you with convenient access to the digital files through a secure Dropbox link. OCR technology allows for accurate and efficient text recognition, making your documents easily searchable and editable. Once the scanning is complete, we ensure the complete destruction of the physical documents and supply you with a certificate of destruction for your peace of mind. Streamline your document management process, enhance searchability, and protect your sensitive information with our reliable and comprehensive service, This price is for a standard legal box.	1	$0.00	$0.00*
Off-Site Scanning & Shredding (legal banker box 24x12x1 $305.00 per box	Effortlessly digitize and secure your documents with our Off-Site Scanning/Shredding Service. We handle everything from start to finish: collecting the boxes, performing meticulous scanning using advanced OCR (Optical Character Recognition) technology, and providing you with convenient access to the digital files through a secure Dropbox link. OCR technology allows for accurate and efficient text recognition, making your documents easily searchable and editable. Once the scanning is complete, we ensure the complete destruction of the physical documents and supply you with a certificate of destruction for your peace of mind. Streamline your document management process, enhance searchability, and protect your sensitive information with our reliable and comprehensive service, This price is for a standard legal box.	1	$0.00	$0.00*

SHRED FORCE
DOCUMENT SHREDDING & DESTRUCTION

QUOTE #1892

SENT ON:

Aug 08, 2024

Total	**$0.00**

This quote is valid for the next 30 days, after which values may be subject to change.

Agenda Item Report

Subject:	Surplus of Unused Town Hardware Property - IT Director Mark Pakula
Meeting Date:	Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Items for Surplus
Background Information:	The Town Commission is requested to declare an unused Town-owned property as surplus. This designation will allow the IT department to remove any remaining equipment and facilitate a competitive bidding process for interested companies to acquire the items. The town's old hardware properties in question is no longer in use by the Town and serves no operational purpose. Surplusing the property will ensure proper disposal of equipment and allow the Town to recover value through a transparent bidding process. Thank you for your attention to this matter.
Staff Recommendations:	Approve Item
Procurement:	
Financial Implications:	Depends on salvage value.
Alternatives:	

ATTACHMENTS:

COMBINED FLOOR INVENTORY LIST

BRAND	MODEL	PRODUCT DESCRIPTION	TOWN INVENTORY	SERVICE TAG	EXPRESS SERVICE TAG	SERIAL #
DELL	OPTIPLEX	HARD DRIVE	1978	FXCOLO2	34667301458	
DELL	OPTIPLEX	HARD DRIVE	1975	FXC2LO2	34667394770	
DELL	OPTIPLEX	HARD DRIVE	2027	863Y182	17783682482	
DELL	OPTIPLEX	HARD DRIVE	1973	1V57K02	4059984386	
DELL	OPTIPLEX	HARD DRIVE	2180	H20P4Z2	37127404910	
DELL	OPTIPLEX	HARD DRIVE	2248	C8V1G73	26657253183	
DELL	OPTIPLEX	HARD DRIVE	2168	H22N4Z2	37130670830	
DELL	OPTIPLEX	HARD DRIVE	2175	J950BT2	41911473350	
DELL	OPTIPLEX	HARD DRIVE	2162	H1YM4Z2	37123905710	
DELL	OPTIPLEX	HARD DRIVE	2070	5307QD2	11065670966	
DELL	OPTIPLEX	HARD DRIVE	1977	FXB5L02	34665855122	
DELL	OPTIPLEX	HARD DRIVE	1972	1V5BK02	4060171010	
DELL	OPTIPLEX	HARD DRIVE	2216	D7VMR33	28774563231	
DELL	OPTIPLEX	HARD DRIVE	N/A	9X9GT52	21602325638	
DELL	OPTIPLEX	HARD DRIVE	N/A	3GX5FZ1	7553487133	
DELL	OPTIPLEX	HARD DRIVE	1946	B7H9DX1	24396860341	
DELL	OPTIPLEX	HARD DRIVE	N/A	CZVQ942	28290997154	
DELL	OPTIPLEX	HARD DRIVE	1940	BZ3JRW1	26066883313	
DELL	OPTIPLEX	HARD DRIVE	1898	93Q3KN1	19816276285	
DELL	OPTIPLEX	HARD DRIVE	2156	H20V4Z2	37127684846	
DELL	OPTIPLEX	HARD DRIVE	2100	DK109N2	29509185998	
DELL	OPTIPLEX	HARD DRIVE	1935	5GZWVV1	11911691341	
DELL	OPTIPLEX	HARD DRIVE	1930	HC3CKS1	37736519473	
DELL	OPTIPLEX	HARD DRIVE	1959	FV9MCZ1	34542346285	
DELL	OPTIPLEX	HARD DRIVE	1960	3GC5FZ1	7518215197	
DELL	OPTIPLEX	HARD DRIVE	1820	G1J78C1	34921233649	
DELL	OPTIPLEX	HARD DRIVE	N/A	BFLTN81	24888253393	
DELL	OPTIPLEX	HARD DRIVE	1914	JLP8ZQ1	42671064025	
DELL	OPTIPLEX	HARD DRIVE	2166	J65H4Z2	41730859118	
DELL	OPTIPLEX	HARD DRIVE	2167	H21V4Z2	37129364462	
DELL	OPTIPLEX	MONITOR	1893	N/A	N/A	
DELL	OPTIPLEX	MONITOR	N/A	N/A	N/A	
DELL	POWER EDGE	SERVER 02	1785	N/A	N/A	
DELL	POWER EDGE	SERVER 02	1863	N/A	N/A	
DELL	PRECISION	HARD DRIVE	1932	DP8H7V1	29829103885	
LENOVO	THINK CENTRE	HARD DRIVE	NM1183	N/A	N/A	
DELL	PRECISION	HARD DRIVE	2062	FJXRQD2	33857313590	
DELL	POWER VAULT	SERVER	2013	N/A	N/A	
DELL		MONITOR	1880	N/A	N/A	
DELL	POWER VAULT	MONITOR	1948	N/A	N/A	
DELL	POWER VAULT	MONITOR	1868	N/A	N/A	
HP	LASER JET CP1525	PRINTER	1910	N/A	N/A	
HP	LASER JET CP2025	PRINTER	1871	N/A	N/A	
HP	LASER JET PRO 400	PRINTER	2021	N/A	N/A	
DELL	LATITUDE	LAPTOP	1967	G274XZ1	34961437693	
DELL	VOSTRO	LAPTOP	1927	5X84Q51	12892953745	
DELL	LATITUDE	LAPTOP	2001	GSDJMG1	36544320865	
DELL	VOSTRO	LAPTOP	1881	FM0R3L1	33983255269	
DELL	LATITUDE	LAPTOP	1577	5QL6S71	12491620669	
DELL	LATITUDE	MONITOR	1913	N/A	N/A	
DELL	LATITUDE	MONITOR	1939	N/A	N/A	
DELL	LATITUDE	MONITOR	1912	N/A	N/A	
DELL	OPTIPLEX	MONITOR	1992	N/A	N/A	
DELL	OPTIPLEX	MONITOR	1993	N/A	N/A	
DELL	POWER EDGE	SERVER	2011	N/A	N/A	
DELL	POWER EDGE	SERVER	1819	N/A	N/A	
DELL	POWER EDGE	SERVER	2012	N/A	N/A	
DELL	N/A	MONITOR	N/A	3W4J351	N/A	
DELL	XPS	N/A	2034	6DK5482	13881658466	
LINKSYS	PORT SWITCH	SR224G	N/A	N/A	N/A	REP0059000+G5:G61374
BARRACUDA	MESSAGE ARCHIVER 350	PORT SWITCH	N/A	N/A	N/A	BAR-MA-1166036
BARRACUDA	BACK UP 490	SERVER		N/A	N/A	BAR-BS-585041
BARRACUDA	BACK UP 490	SERVER	N/A	N/A	N/A	BAR-BS-1267275
DELL	OPTIPLEX	HARD DRIVE	2178	H22P4Z2	37130764142	
AVIGILON	2.0W-H3-B01-IR	CAMERA				13255968
AVIGILON	5.0-H3-B01-IR	CAMERA				1413492251
AVIGILON	5.0-H3-B01-IR	CAMERA				13272926
AVIGILON	5.0-H3-B01-IR	CAMERA				
AVIGILON	5.0-H3-B01-IR	CAMERA	2080			1117030949
AVIGILON	N/A	CAMERA	2084			
AVIGILON	N/A	CAMERA	N/A			
AVIGILON	8.0-H4A-B01-IR	CAMERA	2085			
AVIGILON	8.0-H4A-B01-IR	CAMERA	N/A		N/A	N/A
AVIGILON	5.0-H3-B01-IR	CAMERA				13242277
SPECO	CVC71HRW	CAMERA SMALL				42473461490
COLOUR DOME	SDF420-SN1	CAMER				41408276
SHARP	XE-A102	CASH REGISTER				5D028510
GALAXY S6 VERIZON	4GLTE CE0168	CELL PHONE				IMEI 990004865165439
GALAXY S6 VERIZON	4GLTE CE0169	CELL PHONE				IMEI 990004874895604
GALAXY S6 VERIZON	4GLTE CE0170	CELL PHONE				IMEI 990004878581036
GALAXY S6 VERIZON	4GLTE CE0171	CELL PHONE				IMEI 990004865129930
GALAXY S6 VERIZON	4GLTE CE0172	CELL PHONE				IMEI 990004874923430
VERIZON	SAMSUNG CONVOY3	CELL PHONE				MEIDA0000048E2FA5B
VERIZON	SAMSUNG CONVOY4	CELL PHONE				MEIDA0000048E2DFB1
VERIZON	SAMSUNG CONVOY5	CELL PHONE				MEIDA0000048E2DE1C
VERIZON	SAMSUNG	CELL PHONE				
SAMSUNG	GALAXY S10E	CELL PHONE - BLUE				N/A
APPLE	IPHONE A1687	CELL PHONE - R.CLARK				IC: 579C-E2944A

APPLE	IPHONE	CELL PHONE - BLACK				N/A
APPLE	IPHONE	CELL PHONE				N/A
APPLE	IPHONE - A1660	CELL PHONE - BLACK WOODBURG				IC:579C-E3085A
SPRINT	DURA XT KYOCERA	CELL PHONE				SKU# KYE4277KIT
APPLE	IPHONE W/OTTER CASE	CELL PHONE - PAT 1871				N/A
APPLE	IPHONE A1549	CELL PHONE - SILVER				IMEI:359239064506497
APPLE	IPHONE	CELL PHONE -RUBBER CASE				N/A
APPLE	IPHONE	CELL PHONE - MAYOR JACOBS				N/A
APPLE	IPHONE	CELL PHONE - BLUE J. LAWSON				N/A
APPLE	IPHONE W/OTTER CASE	CELL PHONE - BLACK M. FLORES	130852			
APPLE	IPHONE W/OTTER CASE	CELL PHONE - BLUE A.MESA	197242			
VERIZON	MIFI 8800 l INSEEGO	PORTAL WIFI				IMEI:990009313759915
VERIZON	MIFI 8800 l INSEEGO	PORTAL WIFI				IMEI:990009317974494
VERIZON	MIFI 8800 l INSEEGO	PORTAL WIFI				IMEI:990009317977687
SPRINT	DURA XT KYOCERA	CELL PHONE				HEX:A0000027C2A70B
SPRINT	DURA XT KYOCERA	CELL PHONE				HEX:A0000027C2AF88
SPRINT	DURA XT KYOCERA	CELL PHONE				HEX:A0000027C2B1E6
SPRINT	DURA XT KYOCERA	CELL PHONE				HEX:A0000027C29826
SPRINT	DURA XT KYOCERA	CELL PHONE				HEX:A0000027C28C96
SPRINT	DURA XT KYOCERA	CELL PHONE				HEX:A0000027C2A723
SPRINT	DURA XT KYOCERA	CELL PHONE				HEX:A0000027C29A4E
SPRINT	DURA XT KYOCERA	CELL PHONE				HEX:A0000027C28C75
SPRINT	DURA XT KYOCERA	CELL PHONE				HEX:A0000027C2A6FB
VERIZON	SAMSUNG	CELL PHONE				HEX:A0000048E2DF8E
VERIZON	KYOCERA	CELL PHONE				IMEI:90006164314139
VERIZON	KYOCERA	CELL PHONE				IMEI:990006164189101
VERIZON	KYOCERA	CELL PHONE				IMEI:990006164194994
VERIZON	KYOCERA	CELL PHONE				IMEI:990006164195801
VERIZON	KYOCERA	CELL PHONE				IMEI:990006164189325
VERIZON	KYOCERA	CELL PHONE				IMEI:990006164187618
VERIZON	KYOCERA	CELL PHONE				IMEI:990006164191719
VERIZON	KYOCERA	CELL PHONE				IMEI:990006164189044
VERIZON	KYOCERA	CELL PHONE				IMEI:990006164104910
VERIZON	KYOCERA	CELL PHONE				IMEI:990006164189598
CISCO	MERAKI MR42E	CELL PHONE				Q2TD-NV6E-HEYX
SONY	CD MAVICA	CAMERA	1796			382720
DELL	71PXP	NETWORK SWITCH				US-023EEH-69642-2CN-1799
DELL	SONIC WALL NSA2600		2015			C0EAE4B141BE
APPLE	IPHONE W/OTTER CASE	CELL PHONE				J.YEQUI 110-435
POLAROID	PD-E53H	SMALL CAMERA				PCGP-AXX543-16149
POLAROID	PD-E53H	SMALL CAMERA				PCGP-AXX543-16137
OCB ELECTRONICS	OCB-C9025-TVI-2MP-EC	CAMERA				E05477120
VERIZON	MIFI 8800 l INSEEGO	MIFI				E05476884
SMC	EZ HUB 10/100 56240S	DUAL SPEED HUB				IMEI:990009317977794
						T192000827

LOCATION
THIRD FOOR
THIRD FOOR
THIRD FOOR

THIRD FOOR
THIRD FOOR
THIRD FOOR

TOWN OF PEMBROKE PARK
INVENTORY SHEET

	A
2	FUJITSU

Agenda Item Report

Subject:	ARPA, Restoration 3rd Floor & Emergency Operation Center, Portable Office Public Works & Installation, Furnishing of 3rd Floor Renovations
Meeting Date:	Regular Commission Meeting - April 9, 2025
Prepared For:	IT Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Item
Background Information:	This is to use the ARPA funds for the three area's listed above. We have an contract with EMPIRE COMPUTING & CONSULTING, INC. Legal has verified this.
Staff Recommendations:	Approve Item.
Procurement:	We are leveraging the existing contract between the City of Cocoa, FL, and the vendor to provide services. The current quote aligns with both the hardware and labor costs outlined in this contract. Our legal department has reviewed all details and has given approval to proceed with this quote.
Financial Implications:	The Total cost is $ 56,592.00 I would ask not to exceed $66,000.00. Their are new tariffs coming into effect and we should be under the new pricing. I just want to risk the Town getting hit with them.
Alternatives:	

ATTACHMENTS:

Verkada Part Number
Town of Pembroke Park ARPA 20527
Empire Computing Consulting AGREEMENT and EXHIBIT A-EXECUTED 02.27.2024
Updated quote and Verkada List with 30% Off
Fw_ City of Cocoa Piggy Back Contract - Hourly rate

Verkada Part Number	List	After Discount
AC42-HW	$1,799	$1259.30
AD34-HW	$349	$244.30
LIC-AC-5Y-CAP	$999	$699.30
CD63-512-HW	$1,499	$1049.30
LIC-CAM-5Y-CAP	$899	$629.30
BR33-HW	$99	$69.30
WH32-HW	$299	$209.30
BK22-HW	$399	$279.30
BP52-HW-NA	$899	$629.30
LIC-BX-MA-5Y-CAP	$7,500	$5,250
ACC-VBX-200WH	$199	$139.30
ACC-CEL-LTE-2	$349	$244.30
LIC-BX-CEL-5Y-CAP	$1,349	$944.30
CH52-1TBE-HW	$3,599	$2519.30
LIC-CH52-5Y-CAP	$2,699	$1889.30
GC31-E-HW	$1,299	$909.30
LIC-GC-5Y	$1,349	$944.30
ACC-MNT-POLE-1	$209	$146.30
ACC-MNT-ARM-1	$99	$69.30
ACC-MNT-PEND-1	$69	$69.30
AC12-HW	$699	$489.30
ACC-POE-60WHS	$179	$125.30
CD63-512E-HW	$1,699	$1,189.30
ACC-POE-90W-E-NA	$299	$209.30
ACC-MNT-LBRAC-1	$129	$90.30
LIC-GC-1VD-5Y-CAP	$4,995	$3496.50

Empire Computing and Consulting Inc
120 N Frederick Ave
Daytona Beach, FL 32114
386-253-6506 Fax: 386-253-6508

Quote #:	20527
Quote Date:	4/2/2025
Page:	1
Customer #:	845

Quoted To:
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Valid Through: 5/2/2025

Phone: 954-966-4600 Cust PO: Terms:
Reference: ToPP Doors/Cam Ship Via: Ground Salesperson: GLORIAB

Stock Code	Description	Quantity	Price	Extended
AC42-HW	AC42 4 Door Controller	1.00	1,259.30	1,259.30
AD34-HW	Verkada AD34 Door Reader	2.00	244.30	488.60
LIC-AC-5Y-CAP	Verkada License, Access Control, 5Y	3.00	699.30	2,097.90
CD63-512-HW	CD63 Indoor Dome Camera	3.00	1,049.30	3,147.90
LIC-CAM-5Y-CAP	5-year Camera License, Capacity Increase	3.00	629.30	1,887.90
BR33-HW	Wireless Panic Button	4.00	69.30	277.20
WH32-HW	Verkada Alarms Wireless Repeater	4.00	209.30	837.20
BK22-HW	BK22 Alarm Keypad	1.00	279.30	279.30
BP52-HW-NA	Verkada BP52 Alarm Panel, North America Type B Plug	1.00	629.30	629.30
LIC-BX-MA-5Y	5-Year Advanced Video Alarms License for 1 Site	1.00	5,250.00	5,250.00
ACC-VBX-200WH	Backup Battery System, Alarms	1.00	139.30	139.30
ACC-CEL-LTE-2	Cellular Backup Communicator	1.00	244.30	244.30
LIC-BX-CEL-5Y	License, Cellular Backup Communicator, 5Y	1.00	944.30	944.30
MISC HARDWARE	MISC HARDWARE Electrification for doors for new controller adds.	1.00	3,200.00	3,200.00
EMP-INSTALLATION	City Hall Additions	1.00	5,500.00	5,500.00
EMP-ENGINEERING	Engineer Support as defined.	1.00	750.00	750.00
CH52-1TBE-HW	CH52 Outdoor Multi-sensor dome Camera, 1TB, 30 Days Max	1.00	2,519.30	2,519.30
LIC-CH52-5Y-CAP	License, CH52, Capacity Increase 5Y	1.00	1,889.30	1,889.30
GC31-E-HW	Cellular Gateway, Outdoor	1.00	909.30	909.30
ACC-POE-90W-E-NA	Verkada 90W PoE++ (802.3bt Type 4) Injector, GigE, Outdoor, North America Type B Plug	1.00	209.30	209.30
LIC-GC-5Y	5-Year Cellular Gateway License	1.00	944.30	944.30
LIC-GC-1VD-5Y-CAP	5-Year Cellular Gateway Data Plan, including UL data for 1 Verkada Video Device CH52 has 4 cameras and requires 4 licenses.	4.00	3,496.50	13,986.00
ACC-MNT-POLE-1	Verkada Pole Mount Kit	1.00	146.30	146.30
ACC-MNT-ARM-1	Arm Mount	1.00	69.30	69.30
ACC-MNT-PEND-1	Standard Pendant Cap	1.00	69.30	69.30
AC12-HW	AC12 one-door controller	1.00	489.30	489.30
AD34-HW	Verkada AD34 Door Reader	1.00	244.30	244.30
LIC-AC-5Y-CAP	Verkada License, Access Control, 5Y	1.00	699.30	699.30
ACC-POE-60WHS-NA	PoE++Injector, GigE, High Surge Protect, NA	1.00	125.30	125.30
CD63-512E-HW	Verkada CD63-512E-HW Outdoor Dome camera 4K, 30 days retention 512GB	1.00	1,189.30	1,189.30
LIC-CAM-5Y-CAP	5-year Camera License, Capacity Increase	1.00	629.30	629.30
ACC-MNT-LBRAC-1	L-Bracket Mount	1.00	90.30	90.30
MISC HARDWARE	MISC HARDWARE Electrification of door on trailer.			

Empire Computing and Consulting Inc
120 N Frederick Ave
Daytona Beach, FL 32114
386-253-6506 Fax: 386-253-6508

Quote #:	**20527**
Quote Date:	4/2/2025
Page:	2
Customer #:	845

Quoted To:
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Valid Through: 5/2/2025

Phone: 954-966-4600	Cust PO:	Terms:
Reference: ToPP Doors/Cam	Ship Via: Ground	Salesperson: GLORIAB

Stock Code	Description	Quantity	Price	Extended
MISC HARDWARE		1.00	1,600.00	1,600.00
EMP-INSTALLATION	Park	1.00	3,100.00	3,100.00
EMP-ENGINEERING	Engineer Support as defined.	1.00	750.00	750.00

Per City of Cocoa Piggy Back Contract P-20-20-COC-Amend 1 (30% off MSRP)

SubTotal:	56,592.00
Tax:	0.00
Shipping:	0.00
Total:	56,592.00

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this __27__ day of _February___ 2024, by and between:

> **TOWN OF PEMBROKE PARK, FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";
>
> and
>
> **EMPIRE COMPUTING & CONSULTING, INC.**, a corporation authorized to do business in the State of Florida, with a principal address of 120 N. Frederick Ave., Daytona, FL 32114, hereinafter "Contractor," who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide non-engineering consulting services related to Information Technology; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about January 29, 2021, between the Contractor and the City of Cocoa (the "Agreement"), attached hereto as **Exhibit "A,"** and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit "A"** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by "piggybacking" the terms and requirements set forth in **Exhibit "A"** and as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms, and conditions set forth in **Exhibit "A"** shall govern the relationship between the Town and Contractor, except as amended below:

A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit "A,"** except said services shall be performed in and for the Town.

B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.

C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit "A."**

D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town 's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.

E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.

F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate

evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.

G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

H. The term of this Agreement shall commence upon execution by both parties and shall terminate on January 28, 2026, subject to any renewals set forth in the Agreement.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A," this Agreement shall prevail, followed by Exhibit "A."

Section 4. Public Records.

A. Contractor shall comply with the Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

2. Upon request by Town's records custodian, provide Town with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

A. **Definitions** for this Section:

1. "*Contractor*" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a contractor or consultant.

2. "*Subcontractor*" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

3. "*E-Verify system*" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work

authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 6. Scrutinized Companies.

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town:	Town Manager Town of Pembroke Park 3150 S.W. 52nd Avenue Pembroke Park, FL 33023 aghany@tppfl.gov
Copy to:	Goren, Cherof, Doody, and Ezrol, P.A. 3099 E. Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 jhorowitz@gorencherof.com
Contractor:	Empire Computing & Consulting, Inc. Attn: Dave Campos / President – CEO 120 N. Frederick Ave. Daytona, FL 32114 Telephone: 386-253-6506 davec@empirecomputing.com

Section 9. **Severability**. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Interim Town Attorney

EMPIRE COMPUTING & CONSUTLING, INC.

BY: _____
Name: DAVID A CAMPOS JR
Title: President / CEO

STATE OF FLORIDA)
COUNTY OF Volusia)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☒ physical presence or ☐ online notarization, on this 25th day of February, 2024, as CEO of Empire Computing & Consulting Inc, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of David A Campos Jr, as CEO of Empire Computing & Consulting Inc and who is personally known to me or has produced FLDL as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 25 day of February, 2024.

_____
NOTARY PUBLIC
Darren L. Miller
Print or Type Name

My Commission Expires: May 22, 2026

DARREN L. MILLER
Notary Public - State of Florida
Commission # HH 266411
My Comm. Expires May 22, 2026

Exhibit A

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

This Agreement made and entered into on the 29th day of January ,2021 by and **Empire Computing & Consulting Inc.,** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **120 N. Frederick Ave., Daytona, FL 32114** and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

WITNESSETH

WHEREAS, City has a need to obtain non-engineering related consulting services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, CONTRACTOR is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

Witnessed that the CONTRACTOR and the City, for the Consideration herein-after named, agree as follows:

1. **TERM AND DEFINITIONS** –

1.1. Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the fifth (5^{th}) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two (2) additional one-year renewals. Such an extension shall only be by written amendment and approved by the City Manager.

1.2. The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3. **Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean Empire Computing & Consulting Inc., a _S-Corporation_, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the IT consulting work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 2 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4. **Engagement.** The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2. **DESCRIPTION OF SERVICES; RATE SCHEDULE** - CONTRACTOR shall perform on an as needed basis Information Technology consulting services on a "task" basis. In general, such services may include, but not be limited to, Application/Database Development & Support, Audio/Visual Support, and Physical Security. (EXHIBIT A - PRICING SCHEDULE).

2.1. The services to be performed pursuant to each Task Order shall fall within the general Scope of Work.When the City desires to enter into a specific Task Order, the City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The CONTRACTOR will generate a detailed Scope of Work document, prepare a Schedule, add a

fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the CONTRACTOR through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

2.2. The City will issue a notice to proceed to the CONTRACTOR in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the CONTRACTOR shall perform the services set forth in the Task Order.

3. The City reserves the right, at its discretion, to perform a service related to this Agreement or to retain the services of other consulting companies to provide processional IT Consultant Services.

4. The CONTRACTOR shall not provide a minimum and maximum hourly rates table as reference to the City and will be herein to set forth as an exhibit to this Agreement.

5. **CHANGES IN SCOPE OF WORK** –

5.1. City may make changes in the Services at any time by giving written notice to CONTRACTOR. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and CONTRACTOR will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

5.2. All of the City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

6. **SCHEDULE** –

6.1. Consultant shall perform services in conformance with the mutually agreed schedule set for in negotiated Task Orders issued. Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Consultant fall behind on any agreed

upon schedule. it shall employ such resources so as to comply with the schedule both parties mutually agreed upon.

6.2. No extension for completion of services shall be granted to Consultant without the City's prior written consent, except as provided herein.

6.3. Any cost caused by defective or ill-timed services shall be borne by the party responsible thereof.

7. **METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT** –

7.1. **General Services.** For basic and additional Services performed by the Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

7.2. **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

7.3. **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant shall be bound by any attorney-work product public records exemption laws and rules.

7.4. **Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s218.70 et. Seq., Florida Statutes.

7.5. **Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

7.6. **Errors and Deficiencies.** Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

7.7. **Payment Offsets.** To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

7.8. **Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

7.9. **Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption, or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

7.10. **Acceptance of Payment.** Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

7.11. **Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

7.12. **Partial Payments.** Payment made to the Consultant shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be perfom1ed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

8. **RIGHT TO INSPECTION** –

8.1. City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

8.2. No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

9. **PROGESS MEETING** –

9.1. City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

10. **SAFETY** –

10.1. Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

11. **REASONABLE ACCESS** –

11.1. During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

12. **INSURANCE** –

12.1. **Liability Amounts**. Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant, and with a deductible not greater than $5,000.00.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

12.2. **Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article l0.1.b and l0.1.c herein, as its interest may appear, from time to time.

12.3. The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included

in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

12.4. **Independent Associates and Consultants.** All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

13. **COMPLIANCE WITH LAWS AND REGULATIONS** –

13.1. Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

14. **REPRESENTATIONS** –

14.1. Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consulting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable

requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel. equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

14.2. Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

15. **GUARANTEE AGAINST INFRINGEMENT** –

15.1. Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

16. **DOCUMENTS** –

16.1. **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Consultant. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form,

characteristics, or means of transmission of Consultant are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONSULT ANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Consultant shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Consultant fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Consultant's failure to comply with this Section, the City shall collect from Consultant

PURCHASING
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

CITY OF COCOA
1ST AMENDMENT TO PROFESSIONAL CONSULTANT AGREEMENT
CONTRACT P-20-20-COC
PROFESSIONAL IT SERVICES

This FIRST Amendment is made to the agreement between the **City of Cocoa**, a Florida municipal Corporation ("City") and **Empire Computing & Consulting Inc.** a for profit corporation ("Contractor").

WHEREAS, the City and the Contractor entered into an agreement for Professional IT Services, dated January 29, 2021.

WHEREAS, the Contractor is offering additional products to the City from what was established in Exhibit A, Part II of the original agreement.

WHEREAS, the parties desire to amend the Agreement to update and accept the additional product offerings in a revised Exhibit A – Pricing Schedule.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Agreement is hereby amended to update Exhibit A – Pricing Schedule to include the additional product offerings as attached to this amendment by reference.
2. All of the terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Amendment.
3. This Amendment shall be effective as of the date of the final signature below.

By signing below, the parties have executed this Amendment which will be effective as of the date of the final signature.

EMPIRE COMPUTING & CONSULTING INC.	CITY OF COCOA
By: David A. Campos Jr	By: Stockton Whitten
(Print Name)	(Print Name)
CEO/President	City Manager
(Title)	(Title)
Signature / Date	Signature / Date 10/5/2023

Attest: _____ for
Carrie Shealy, City Clerk

CC: Robert Beach, Chief Technology Officer, City of Cocoa
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part I - Information Technology Services Cost Schedule

Please provide a maximum hourly rate for each category of services your organization has been qualified to provide.

Category of Service	Mon-Fri 7 AM - 6 PM Maximum Hourly Rate	After-Hours & Holiday Maximum Hourly Rate
Network Architecture and Security	$110.00	$ 225.00
Wireless Network Support	$110.00*	$225.00

Pricing reflected on cost sheet is for single purchase items. Items in quantity or over dollar thresholds can be considered for manufacturer special pricing and additional discounting. Empire is an HPE Aruba Gold partner and a NASPO State of Florida participant. Empire also participates on NASPO with Cisco.

Empire can also offer purchasing opportunities through PEPPM, GSA and NCPA should the City so find necessary.

*The wireless network support above does not include the Radwin point to point wireless installation or maintenance which is covered under a separate contract.

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part II - Information Technology Equipment Cost Schedule

Please provide a minimum percentage discount for each category (in blue fields) or each item (in white fields). You may optionally exclude quoting a discount for any category or item by entering "No Bid".

Category	Minimum % Discount off	Category	Minimum % Discount off
1 - Network Equipment	%	**6 - Memory**	%
Ruckus	44%	Corsair	%
Cisco	35%	Crucial	%
Transition Networks	10%	Kingston	%
Fortinet*	18%	HP	%
2 - Server Equipment		**7 - Desktop Computers**	%
HP	25%	Dell	%
Cisco	35%	HP	%
3 - Storage	%	Lenovo	%
Barracuda	15%	**8 - Laptop Computers**	%
Dell/EMC	%	Apple	%
Fujitsu	%	Asus	%
HP	35%	Dell	%
Nimble	35%	HP	%
4 - Wireless Networking	%	Lenovo	%
Ruckus	35%	Panasonic	%
Cisco	35%	**9 - Tablet Computers**	
Radwin	20%	Apple	%
Ubiquiti*	0%	Asus	%
HPE Aruba*	35%	Panasonic	15%
5 - Network/Data Center	%	**10 - Thin/Zero Clients**	%
APC/Schneider	%	Dell/Wyse	%
Avocent	30%	**11 - Monitors/Televisions/Projectors**	%
Belkin	%	Dell	%
Berk-Tek	%	LG	%
Dymo	%	Samsung	%
Eaton	%	Sony	%
Emcor	%	Viewsonic	%
Leviton	%	Vizio	%
Middle Atlantic	%	**12 - Audio/Visual Equipment**	%
NetScout/Fluke	%	Verkada (entire line)*	30%
Siemans	%	**13 - Telecom/VoIP**	
Snake Tray	%	Jabra	%
Softing	%	Mitel/Shoretel	%
Startech	%		%
TrippA1:A34 Lite	%		%

*Additional offerings included under the first amendment to agreement P-20-20-COC

From: Gloria Burke
To: Mark Pakula
Cc: Brandon Myers; Glenn Molander
Subject: Updated quote and Verkada List with 30% Off
Date: Thursday, April 3, 2025 3:56:45 PM
Attachments: Outlook-loomf45d.png
Verkada Part Number.docx
Town of Pembroke Park ARCA 20527.pdf

Mark

Please find Empire's updated quote following our conversation this a.m.

1. We added the licensing for the cellular service for the CH52 Because the device has 4 cameras it will require 4 licenses.
2. We added the PoE injector for the GC31E
3. I adjusted the license for alarms to include up to 15 cameras included with your monitoring 24x7 of the alarms. The original quote had basic alarms which monitors end points only
4. I provided the language to the City of Cocoa piggyback contract and attached a Word document showing your parts/pieces ordered against the 30% off per the contract.
5. You are also receiving free shipping ($700 cost).

Please reach out with any questions!

Thank you – appreciate the opportunity to grow the Town with the Verkada platform.

Gloria

From: Brandon Myers <BrandonM@empirecomputing.com>
Sent: Thursday, April 3, 2025 3:44 PM
To: Gloria Burke <gloriab@empirecomputing.com>
Subject: Verkada List vs 30% Off

See attached.

EMPIRE
Computing & Consulting

Brandon Myers

Security Engineer

P: 386-624-5299

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

From: Mark Pakula
To: Town Clerk
Subject: Fw: City of Cocoa Piggy Back Contract - Hourly rate
Date: Thursday, April 3, 2025 7:46:22 PM

---

here you go
Mark Pakula
Information Technology Director
3150 S.W. 52nd Ave
Pembroke Park, FL 33023
954-701-4345
mpakula@tppfl.gov

From: Gloria Burke <gloriab@empirecomputing.com>
Sent: Thursday, April 3, 2025 7:45:18 PM
To: Mark Pakula <mpakula@tppfl.gov>
Cc: Dave Campos <DaveC@empirecomputing.com>
Subject: City of Cocoa Piggy Back Contract - Hourly rate

Mark

Thank you for reaching out; the labor rate although not defined in specific man hours is based upon the rate of $110/hour and the terms of the City of Cocoa Professional Consultant Agreement P-20-20 (with Amendment 1). The contract is referenced on the Empire quote and the Town has used this contract previously. Should you need a current copy of the contract and the amendment, please let me know and I will forward to you for your contracts team.

Please reach out with any questions.

Thank you
Gloria
Empire Computing & Consulting, Inc.
386-253-6506 x 5
386-631-6734 cell

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

Agenda Item Report

Subject:	Broward County Escheating Property to the Town - Town Manager Lynch RESOLUTION NO.: 2025-011 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ACCEPTING THE CONVEYANCE OF THE REAL PROPERTY OWNED BY BROWARD COUNTY PURSUANT TO SECTION 197.592(3), FLORIDA STATUTES WITH PARCEL ID # 514229000059 BY QUIT CLAIM DEED FROM BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	Broward County has initiated the escheatment process for the property identified as Parcel ID #514229000059, which is eligible for transfer to the Town in accordance with Florida Statute 197.592(3). Escheatment occurs when a property remains unclaimed or unpaid for property taxes, ultimately reverting to the local government.
Staff Recommendations:	Staff recommends that the Town Council discuss and consider accepting the escheatment of the property and determine the appropriate next steps for its use or disposition.
Procurement:	
Financial Implications:	To be determined based on potential use, maintenance, and any associated costs related to the property.
Alternatives:	

ATTACHMENTS:

Resolution 2025-011
BCPA Web Map
Park Lane

RESOLUTION NO. 2025-011

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ACCEPTING THE CONVEYANCE OF THE REAL PROPERTY OWNED BY BROWARD COUNTY PURSUANT TO SECTION 197.592(3), FLORIDA STATUTES WITH PARCEL ID # 514229000059 BY QUIT CLAIM DEED FROM BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park deems it in the best interests of the public to accept the conveyance of the property with Parcel ID # 514229000059 located in the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

Section 2. The Town Commission of the Town of Pembroke Park hereby accepts the conveyance of the property with Parcel ID # 514229000059 from Broward County by Quit Claim Deed.

Section 3. The proper Town Officials of the Town of Pembroke Park are hereby authorized and directed to take any and all action to accept the conveyance from the County.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 9th day of April 2025.

_____
MAYOR ASHIRA MOHAMMED

ATTEST:

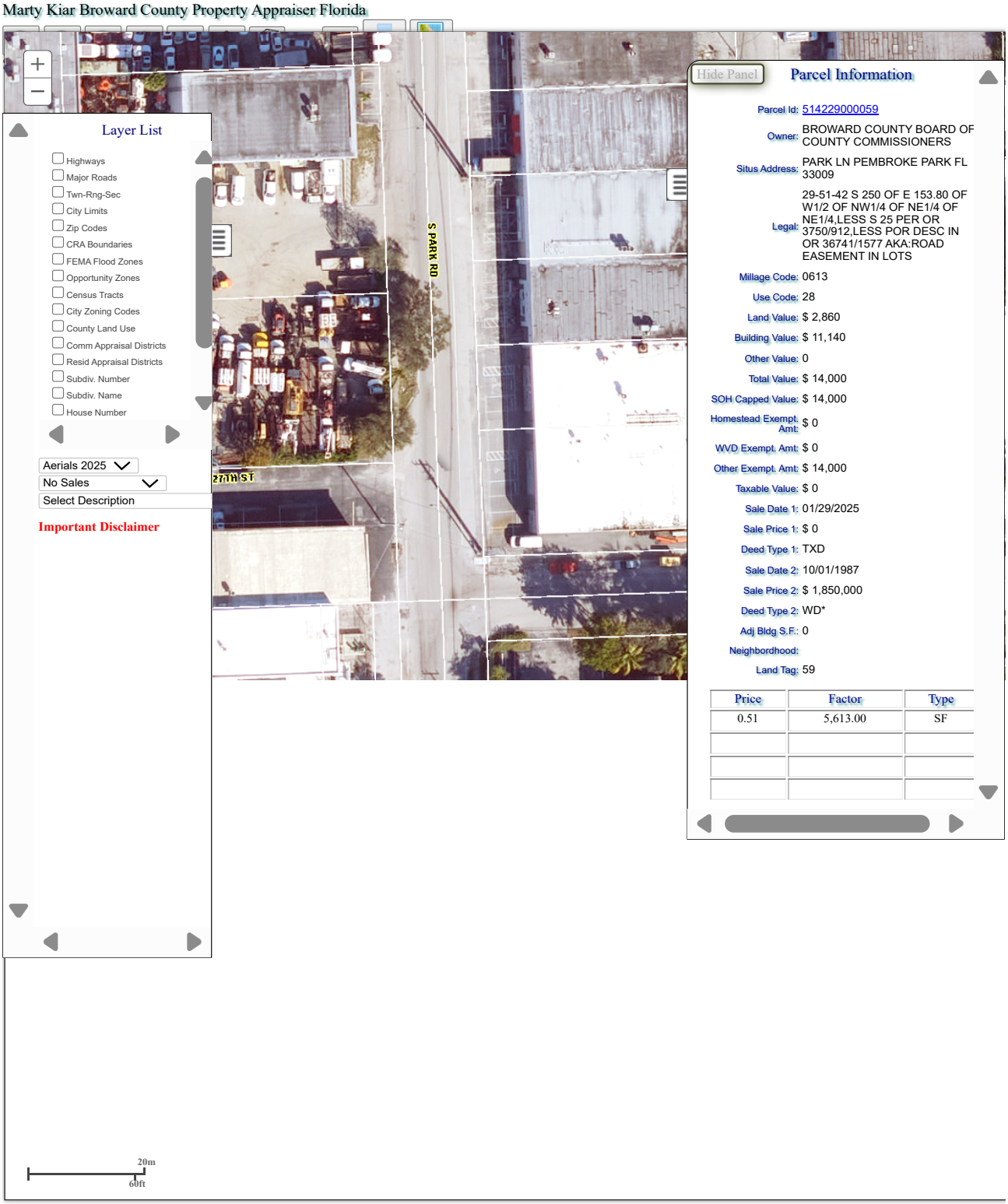
_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Search By Parcel Id | Search By Name | Search By Address | Help | About

Marty Kiar Broward County Property Appraiser Florida



Hide Panel

Parcel Information

Parcel Id:	514229000059
Owner:	BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
Situs Address:	PARK LN PEMBROKE PARK FL 33009
Legal:	29-51-42 S 250 OF E 153.80 OF W1/2 OF NW1/4 OF NE1/4 OF NE1/4,LESS S 25 PER OR 3750/912,LESS POR DESC IN OR 36741/1577 AKA:ROAD EASEMENT IN LOTS
Millage Code:	0613
Use Code:	28
Land Value:	$ 2,860
Building Value:	$ 11,140
Other Value:	0
Total Value:	$ 14,000
SOH Capped Value:	$ 14,000
Homestead Exempt. Amt:	$ 0
WVD Exempt. Amt:	$ 0
Other Exempt. Amt:	$ 14,000
Taxable Value:	$ 0
Sale Date 1:	01/29/2025
Sale Price 1:	$ 0
Deed Type 1:	TXD
Sale Date 2:	10/01/1987
Sale Price 2:	$ 1,850,000
Deed Type 2:	WD*
Adj Bldg S.F.:	0
Neighborhood:	
Land Tag:	59

Price	Factor	Type
0.51	5,613.00	SF



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	PARK LANE, PEMBROKE PARK FL 33009
Property Owner	BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
Mailing Address	115 S ANDREWS AVE RM 501-RP FORT LAUDERDALE FL 33301

ID #	5142 29 00 0059
Millage	0613
Use	28-01

Abbr Legal Description	29-51-42 S 250 OF E 153.80 OF W1/2 OF NW1/4 OF NE1/4 OF NE1/4,LESS S 25 PER OR 3750/912,LESS POR DESC IN OR 36741/1577 AKA:ROAD EASEMENT IN LOTS 21,22,23 & 24 PEMBROKE PARK INDUSTRIAL CENTER (UNREC)

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	$2,860	$11,140	$14,000	$14,000	
2024	$2,860	$11,140	$14,000	$14,000	
2023	$2,860	$11,140	$14,000	$14,000	

2025* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$14,000	$14,000	$14,000	$14,000
Portability	0	0	0	0
Assessed/SOH	$14,000	$14,000	$14,000	$14,000
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 88	$14,000	$14,000	$14,000	$14,000
Taxable	0	0	0	0

Sales History

Date	Type	Price	Book/Page or CIN
1/29/2025	TXD-T		120030704
10/1/1987	WD*	$1,850,000	14853 / 92

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$0.51	5,613	SF
Adj. Bldg. S.F. (Card, Sketch)		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
06								
L								
1								

Agenda Item Report

Subject:	Moratorium on Enforcement for Certain Prohibited Signs- Town Manager Lynch RESOLUTION NO.: 2025-013 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, IMPOSING A NINETY (90) DAY SUSPENSION ON THE ENFORCEMENT OF CERTAIN PROVISIONS OF SEC. 21-19 OF THE TOWN'S CODE OF ORDINANCES RELATED TO PROHIBITED SIGNS; SPECIFICALLY SUSPENDING THE ENFORCEMENT OF THE TOWN'S CODE OF ORDINANCES AS IT RELATES TO SIDEWALK OR SANDWICH SIGNS AND BANNER SIGNS. FLAGS AND PENNANTS, SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING AND DIRECTING THE TOWN'S PROFESSIONAL STAFF TO TEMPORARILY CEASE THE ENFORCEMENT OF CERTAIN PROHIBITS SIGNS AS SET FORTH IN THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The Town's Code of Ordinances currently prohibits certain types of signs, including sidewalk/sandwich signs, banner signs, flags, and pennants. The Town Commission is considering a temporary suspension of enforcement for these sign restrictions to provide flexibility while evaluating potential adjustments to the ordinance. The proposed resolution would direct Town staff to temporarily cease enforcement of these specific sign restrictions for 90 days, subject to certain conditions. This suspension will allow businesses and residents to utilize these signs while the Commission assesses potential ordinance revisions.
Staff Recommendations:	
Procurement:	
Financial Implications:	

Alternatives:	

ATTACHMENTS:

Resolution 2025-013

RESOLUTION NO. 2025-013

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, IMPOSING A NINETY (90) DAY SUSPENSION ON THE ENFORCEMENT OF CERTAIN PROVISIONS OF SEC. 21-19 OF THE TOWN'S CODE OF ORDINANCES RELATED TO PROHIBITED SIGNS; SPECIFICALLY SUSPENDING THE ENFORCEMENT OF THE TOWN'S CODE OF ORDINANCES AS IT RELATES TO SIDEWALK OR SANDWICH SIGNS AND BANNER SIGNS. FLAGS AND PENNANTS, SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING AND DIRECTING THE TOWN'S PROFESSIONAL STAFF TO TEMPORARILY CEASE THE ENFORCEMENT OF CERTAIN PROHIBITS SIGNS AS SET FORTH IN THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park (the "Town") previously directed the Town's planning consultants, the town attorney and the Town's professional staff to undertake a comprehensive review of the Town's sign regulations; and

WHEREAS, as part of its review of its sign code, the Town has solicited the input of the business community; and

WHEREAS, the Town Commission is specifically reconsidering the prohibitions of certain types of signs within the community, among other provisions of the code; and

WHEREAS, Sec. 21-19 of the Town Code currently prohibits sidewalk or sandwich signs, as well as banner signs, flags and pennants; and

WHEREAS, while the Town's professional staff reviews the Code, the Town Commission seeks to suspend enforcement of the sign code for ninety (90) days as it relates prohibitions on sidewalk and sandwich signs, as well as banner signs, flags and pennants; and

WHEREAS, notwithstanding a temporary suspension on enforcement, the Town Commission seeks to ensure that any otherwise prohibited signs installed pursuant to this

resolution do not impede pedestrian traffic or otherwise adversely affect the health, safety and welfare of the community; and

WHEREAS, the Town Commission finds that the 90-day suspension of the enforcement of certain prohibited signs, as set forth in this resolution, is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. That the Town Commission hereby imposes a ninety (90) day suspension on the enforcement of certain provisions of Sec. 21-19 of the Town's Code of Ordinances related to prohibited signs. More specifically, the Town Commission hereby suspends the enforcement of the Town Code as it relates to sidewalk or sandwich signs, as well as banner signs, flags and pennants. Notwithstanding this temporary suspension, any prohibited signs installed pursuant to this resolution shall not impede pedestrian traffic or otherwise adversely affect the health, safety and welfare of the community, and the Town's professional staff is authorized to enforce the Code in the event of such an occurrence.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to cease the enforcement of otherwise prohibited signs pursuant to this resolution, and to take any and all action necessary to effectuate the intent of this resolution.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. Should any section, paragraph, sentence, clause or phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 6. This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
MAYOR ASHIRA MOHAMMED

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Consideration and Approval of Amendment of Original Agreement of the Gehring Group to include expand the scope to include a Compensation Study - Town Manager Lynch
Meeting Date:	Agenda for Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The town seeks to ensure that its compensation structure remains competitive and equitable in attracting and retaining qualified personnel. A compensation study will provide an analysis of salary ranges, benefits, and job classifications compared to similar municipalities and industry standards.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

First Amendment (RSC - Gehring) Agreeement
040924 - Consult Agreement and Addendum - HR Services
RSC 2024 Fully Executed

FIRST AMENDMENT TO CONSULTANT AGREEMENT

THIS FIRST AMENDMENT ("Amendment"), dated this ____ day of _____, 2025, is entered into by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, Florida 33023 ("Town"),

and

RSC Insurance Brokerage, Inc., dba Risk Strategies Company, a corporation authorized to do business in the State of Florida, having an office at 160 Federal Street, Boston, MA 02110 ("Contractor").

Town and Contractor may each be referred to herein as "party" or collectively as "Parties".

W I T N E S S E T H:

WHEREAS, on or about May 1, 2024, the Parties entered into a 3-year agreement for human resources and related consulting services (the "Original Agreement"); and

WHEREAS, it is the intent of the Parties to expand the professional services provided by the Contractor to include a compensation study, as more particularly described in Exhibit "A;" and

WHEREAS, the Contractor possesses the unique experience with the Town and the professional competence necessary to perform the additional services set forth in this Amendment; and

WHEREAS, the Town Commission finds that engaging the Contractor to perform the services set forth in Exhibit "A" is in the best interests of the Town pursuant to Sec. 2-125(d)(17), as amended.

NOW, THEREFORE, in consideration of the sum of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The Scope of Services set forth in the Original Agreement is hereby amended to include the additional services set forth in Exhibit "A," attached hereto and incorporated herein. The compensation for such additional services is set forth in Exhibit "A," and such exhibit is expressly made a part of the Original Agreement, as amended.

SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement and this First Amendment, the Parties agree the terms and provisions contained in this First Amendment shall control to the extent of any such conflict or ambiguity. Except as otherwise amended herein, the Original Agreement shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

Witnesses:

_____

_____
(witness print name)

By: _____
Ashira Mohammed, Mayor

_____

_____
(witness print name)

By: _____
David Lynch, Town Manager

ATTEST:

_____
Cynthia Garcia-Lima
Town Clerk

Approved as to legal form by:

_____
Jacob G. Horowitz, Town Attorney

Contractor

RSC Insurance Brokerage, Inc.,
dba Risk Strategies Company

Witnesses:

_____

_____
(witness print name)

_____

_____
(witness print name)

By: _____
Name: _____
Title:_____

(CORPORATE SEAL)
STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2025, by _____ of _____ , a State of _____ corporation, on behalf of the corporation.

_____

NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

_____

Type of Identification Produced

EXHIBIT A

Corporate Headquarters
3500 Kyoto Gardens Dr
Palm Beach Gardens, FL 33410

561.626.6797 office
800.244.3696 toll free
561.626.6970 fax

February 12, 2025

Re: Compensation Study

Dear David:

Risk Strategies Company is pleased to provide this proposal to the Town of Pembroke Park for a Compensation Study. Through our extensive experience over the past 30+ years serving as public sector consultant for over 150 Florida public sector entities, we are confident that our firm will offer hands-on public sector experience, and an unparalleled service standard with our ongoing goal of not merely meeting the Town's needs but exceeding its expectations.

The Human Capital Advisory team has more than 60 years of experience in human resources leadership and consulting experience with an emphasis in the public sector, working with various full-service towns and cities throughout Florida. Our focus is public sector, currently serving over 150 public sector clients in Florida, including county and municipal governments, special taxing districts, county constitutional offices, aviation authorities, colleges, public utilities, and school boards. Additionally, our team works with entities throughout Broward County and is familiar with the surrounding areas, including a recently completed Compensation Study for the City of Margate.

Should you have any questions about our work or this proposal, please contact me at your earliest convenience.

Sincerely,

John Muller, Sr. Director – Human Capital Advisory Services
Risk Strategies Company

About Risk Strategies Company

Our Human Capital Advisory practice is made up of public sector HR leaders that have worked for over 60 years with and for public sector organizations. The Team has vast knowledge and experience in many areas including but not limited to:

- Classification and compensation programs
- Benefits Analysis
- Job Description redesign, including all legally required aspects of all job descriptions
- Recruitment and Retention
- Career path development and implementation
- Benchmarking surveys and research
- Policy Development and Implementation
- Total Reward Strategy
- Organizational performance and design
- Performance management and incentive compensation

In addition, members of the proposed service team have experience working extensively on compensation, and classification, and benefits analysis projects of public entities including city and county governments, special taxing districts, county constitutional offices, aviation authorities, public utilities, colleges, and school boards. We have the knowledge necessary to recruit and retain employees in the public sector by creating plans that attract the right talent, and we can address the specific challenges faced by public institutions. We collaborate with our clients to fully understand their needs and align our services to meet the scope of each project.

Detailed below we have included the specific relevant experience of the team in direct relation to understanding and analyzing compensation and classification programs for public sector positions as well as bargaining units and management positions. The following includes examples of specific positions that the Gehring Group team have extensive knowledge:

- Management Level Positions Specific to City/County Operations
- Supervisor/ Manager/Department Director at all levels
- Administrative positions at all levels
- Professional office positions such as IT, Human Resources, Risk Management, Finance & Accounting
- Marketing, Public information, and Events positions
- Purchasing/Buyers
- Storekeepers/Inventory/Asset Technicians
- Parks & Grounds Maintenance positions, including Cemetery Operations
- Fleet Maintenance
- Engineers
- Electronics Technician
- Law Enforcement (Sworn) officers/Detention Deputies
- Non-Sworn public safety positions
- Utility Service Workers/ Plant Operators
- Building Officials/ Code Enforcement/Permitting and Field Inspection Representatives
- Equipment Operators, including Solid Waste & Streets

Public Sector Experience

Serving Florida public sector entities for over 30 years, our team has accumulated a vast amount of work experience relevant to what is necessary to serve the needs of the Town of Pembroke Park. Please refer to the following list of our Florida public entity clients for your review:

Public Sector Clients	
Apopka, City of	Marco Island, City of
Atlantis, City of	Margate, City of
Boca Raton, City of	Martin County BOCC
Boca Raton Housing Authority	Martin County School District
Boynton Beach, City of	Martin County Sheriff's Office
Brooksville, City of	Monroe County BOCC
Broward College	Naples, City of
Cape Coral, City of	North Palm Beach, Village of
Cape Coral Professional Firefighters HIT	North Port, City of
Career Source Palm Beach County	North River Fire District
Charlotte County BOCC	Oakland Park, City of
Children's Services Council of Palm Beach County	Ocean Ridge, Town of
Citrus County BOCC	Okaloosa County BOCC
Clearwater, City of	Oldsmar, City of
Clerk & Comptroller, Palm Beach County	Orange County Tax Collector
Cocoa, City of	Osceola County Sheriff's Office
Cocoa Beach, City of	Oviedo, City of
Coconut Creek, City of	Pahokee, City of
Cooper City, City of	Pahokee Housing Authority
Coral Gables, City of	Palm Bay, City of
Coral Springs, City of	Palm Beach County Sheriff's Office
Dania Beach, City of	Palm Beach, Town of
Davie, Town of	Palm Beach Shores, Town of
Deerfield Beach, City of	Palm Harbor Fire Rescue District
Delray Beach, City of	Palm Springs, Village of
Delray Beach Housing Authority	Parkland, City of
Dunedin, City of	Pasco County Clerk of Circuit Court & Controller
Estero Fire & Rescue District	Pasco County Sheriff's Office
Estero, Village of	Pinellas County Housing Authority
Fellsmere, City of	Pinellas County Sheriff's Office
Flagler County Sheriff's Office	Pinellas Suncoast Fire and Rescue
Florida Keys Aqueduct Authority	Pinellas Suncoast Transit Authority
Florida PACE Funding Agency	Pompano Beach, City of
Florida Sheriff's Association	Port of Palm Beach
Fort Lauderdale, City of	Port St. Lucie, City of
Fort Myers, City of	Riviera Beach, City of
Fort Myers Beach Fire Control District	Rockledge, City of
Greenacres, City of	Royal Palm Beach, Village of
Gulfstream, Town of	Sanibel, City of
Hernando County BOCC	Sarasota County Sheriff's Office

Hernando County School District	Satellite Beach, City of
Highlands County BOCC	Seacoast Utility Authority
Hillsborough County Aviation Authority	Sebastian, City of
Hillsborough County Sheriff's Office	Sebring, City of
Hollywood, City of	Solid Waste Authority of Palm Beach County
Indian Trail Improvement District	South Florida Water Management District
Iona McGregor Fire District	Southern Manatee Fire Rescue District
Islamorada, Village of Islands	Southwest Ranches, Town of
Juno Beach, Town of	Spring Creek Charter School
Jupiter Island, Town of	St. Lucie County Sheriff's Office
Key West Housing Authority	St. Lucie County Fire District Employees HIT
Key West, City of	Stuart, City of
Keys Energy Services	Tampa Bay Water Authority
Lake Park, Town of	Tarpon Springs, City of
Lake Park Community Redevelopment Agency	Tax Collector, Palm Beach County
Lake Worth Beach, City of	Tax Collector, St. Lucie County
Lake Worth Drainage District	Tequesta, Village of
LWB Community Redevelopment Authority	Government of the US Virgin Islands
Lee County Sheriff's Office	Venice, City of
Loxahatchee Groves, Town of	Virgin Islands Water and Power Authority
Loxahatchee River District	Walton County BOCC
Manalapan, Town of	Walton County Sheriff's Office
Mangonia Park, Town of	Wellington, Village of
Marianna, City of	West Manatee Fire Rescue District
Marco Island, City of	West Palm Beach, City of

We also invite you to review our client video testimonials which can be accessed by clicking on or scanning the QR code to the right. Below are the bios of the team members that will be specifically assigned to this project if awarded project if awarded:

We are confident that our team members' experience working for public sector agencies over the past 30+ years will certainly prove advantageous to the City of Ocoee.

Proposed Team

Project Manager

John Muller, SPHR, SHRM-SCP – Sr Director, Human Capital Advisory Services
Education: University of Miami, Florida Atlantic University
Degree: B.B.A. Business Management/Organizational Development, M.B.A. International Business
Additional Certifications: SPHR, SHRM-CP
Industry Tenure: 20+ years

Experience & Qualifications

John Muller is a Human Resources leader with over 20 years of experience. As Sr. Director, Human Capital Advisory Services, John leads Risk Strategies HR services practice.

Having worked in public sector HR at the Federal and local levels, John has a strong background both in Talent Acquisition and Retention as well as in performing the developmental work needed to improve HR programs and personnel policies, including staffing analysis, job classification, and compensations studies with Federal and local government entities, including Hillsborough County Aviation Authority. While with U.S. Department of State, he was charged with assessing staffing plans and hiring professionals in diplomatic services, IT, Education, finance, and other key civilian advisory roles to work in Afghanistan and Iraq. He was highly successful in accomplishing the goals set for this difficult task and then identified as a strong HR leader to support the US Embassy Baghdad's mission in Iraq. John volunteered to serve in Iraq for the period of one year introducing important and valued improvements to the office of Human Resources at US Embassy Baghdad. John has also worked on job classification and compensation studies with local government entities.

John earned a Bachelor's in Business Administration majoring in Business Management and Organizational Development from the University of Miami and an MBA from Florida Atlantic University. He holds his SPHR and SHRM-SCP as well as becoming a certified Predictive Index Analyst. John is also an active member of SHRM, and its local Chapter (PBC SHRM) as a member of the Board of Directors, as well as serving as Chair of the Council of Insurance Agents and Brokers (CIAB) HR working group as well as a graduate and lifetime member of Leadership Florida (Class XL).

Public Sector Experience

John's extensive experience includes HR leadership, talent acquisition, total rewards, training & development, and HR consulting services for such large public sector employers as the U.S. Department of State, Palm Beach County Clerk & Comptroller, City of Palm Bay, City of Cocoa Beach, Sarasota County Sheriff's Office, Martin County School District, Martin County Board of County Commissioners, Keys Energy, Hillsborough County Aviation Authority, and St. Lucie Fire Rescue District. He has worked on compensation and classification projects for more than 10 years.

Lead/Primary Consultant

Kristen Biazar, MPA, IPMA-CP, CLRP – HR & Risk Services Consultant
Education: Barry University
Degree: M.S. Public Administration
Additional Certifications: CLRP, IPMA-CP
Industry Experience: 10+ years

Experience & Qualifications

Kristen Biazar is an experienced professional with over 9 years of Human Resources experience in private and public entities. Kristen obtained a Bachelor's degree in Hospitality Management and a Master's degree in Public Administration. Kristen started her career in Human Resources focusing on employee onboarding, compliance, and recruitment with a luxury hotel brand.

Kristen continued her career working for a municipality in Palm Beach County holding five positions (Human Resources and Risk Coordinator I-III, HR Administrator, Senior HR Manager) over the span of six and half years. She prioritized building a rapport with all departmental leadership teams and their employees. Kristen frequently engaged with the employees and staff learning specifics of the various public sector positions and their job requirements. Kristen focused on recruitment & selection, compensation and classification, employee

relations, leave management and HR administration. Kristen was an integral part of creating career paths, including developing job descriptions, assessments, implementation and placement, training, and education.

Kristen understands the public sector environment and working with bargaining units. She is a Certified Labor Relations Professional (CLRP) through the Florida Public Labor Relations Association (FPELRA). She is also certified through the Public Sector Human Resources Association. Kristen is also an active member of SHRM, and its local Chapter (PBC SHRM). Kristen values communication and keeping individuals informed during her engagements. Paired with her innovative approach and public sector knowledge, Kristen will diligently work to provide the best information and be available for any questions along the way.

Public Sector Experience

Kristen began working for the City of Boynton Beach in 2017, quickly becoming the Senior HR Manager. Kristen worked in various capacities with the City, including office administration, new hire orientation and onboarding, recruitment and selection, employee relations, benefits, billing, leave management administration, and compensation & classification.

Throughout Kristen's employment with the City of Boynton Beach, she recruited for the following departments: Information Technology Services (ITS), Fire and Life Safety, Development, City Manager's Office, Marketing, Library Services, Code Enforcement, City Clerk's Office, Recreation & Parks, Utilities, Public Works (Sanitation), Engineering, Financial Services, and Human Resources & Risk Management. Along with recruitment, Kristen worked strategically with division leadership to create job descriptions, career paths, and assessments. Kristen worked on numerous compensation and classification engagements, including completing compensation surveys and review, and updating existing classification specifications for accuracy, relevance, and consistency.

Project Approach

The team will take a unique and systematic approach to accomplish this project for total review of current compensation and classification for all employee groups. The project team's previous public sector experience afforded them the opportunity to conduct internal compensation and classification studies and the ability to understand the client perspective of outsourcing a compensation study for their entire organization. Our team puts the client's experience first to ensure that we not only provide thorough and detailed information based on the scope of the project, but also an interactive partnership with the City of Margate providing meaningful updates, flexibility, and comprehensive information that is clear and concise.

This approach includes gathering background information from City staff, determining sources for the market data, analyzing the data, developing alternative proposals with cost calculations, recommendations on how to implement the proposals, and implementation training. Gehring Group will ensure that recommendations assist with achieving the City's objectives.

To create a well-designed classification and compensation program, the Gehring Group team will meet with City staff to ensure our understanding of the current objectives and strategic plan initiatives as they relate to compensation. The team uses a multiple step approach starting with in-person meetings, data gathering, job classification review, market research, analysis and finally drafting multiple recommendations for consideration. Additionally, the team will provide monthly progress updates during the project which allows for transparency, flexibility, and the ability to address concerns and feedback from the City of Margate. Details for each of these steps are listed below:

Step 1 – Project Planning - Week 1

1

- RSC team to schedule a discovery meeting with Town staff to discuss scope of project, milestones and deliverables
- Discuss Town's business goals, objectives and organizational needs
- Discuss Town's budget available for suggested adjustment for the compensation and classification study
- Discuss and review peer agencies used in the study
- Review method of data collection
- Complete an overall assessment of current programs
- Request a list of data to include current employee pay, benefits and demographics
- Discuss communication strategies for project commencement, regular updates and final completion
- Schedule weekly conference call at agreed upon time

Step 2 – Review Current Program with Human Resources - Week 2

2

Discuss and collect data on the current pay programs and relevant Human Resources policies for evaluation and review.

- Pay Grades
- Pay Ranges
- Pay Increase History
- Job Descriptions and number of classifications
- Any additional applicable policies

It is important to gather compensation philosophy input from the leadership/management team through a collaborative process. This will assist with obtaining buy-in from key decision makers.

Meet with HR and Town Manager to discuss current pay programs' effectiveness

- Pay challenges, strengths and weaknesses
- Talent pool considerations/obstacles
- Competitors in job market
- Confirm peer agencies to be used in Study

Step 3 – Conduct Market Study – Weeks 3 through 4

3

Finding one data source that meets all your organizations' needs is rare. Therefore, at the RSC, we use multiple sources to ensure the data is accurate.

- Conduct a review of all job classifications
- Determine which jobs will be used for compensation benchmarking
- Collect total compensation information from comparable agencies (15-18) and National Compensation Survey data for Local, State, and Federal compiled by the U.S. DOL Bureau of Labor Statistics, including:

    - Salary & wages and benefits
- Benchmark jobs based on essential functions
    - Determine appropriate competitive labor market and data sources (municipal and local)
    - Gather data based on local, regional, national markets
    - Utilize relevant trade and professional association data
- Review positions based on internal and external equity

Step 4 – Data Analysis – Week 5

Based on initial meetings, the RSC will match the Town's pay philosophy to the market data.

- Create market comparison spreadsheets
- Compare market data to current pay plan
- Evaluate current employee pay to market data based on compression
    - Identify compression issues and provide possible solutions
    - Consideration may be given for years of service/experience in job
- Review job family data and organizational charts to recommend career ladders
- Properly age data based on implementation timelines
- Review compare pension contributions, employee medical deductions, and paid leave as part of Total Rewards

Step 5 – Review Initial Finding with Staff - Week 6

Once all the data is gathered it will be reviewed for extreme variables and adjusted appropriately.

- Review market/target data draft proposals with HR and Executive Management
- Provide job descriptions used and review with the Town to validate roles and responsibilities for equity
- Define the market position in relation to the base pay
- Clarify any anomalies or outliers
- Make adjustments to pay data as needed

Step 6 – Proposal Pay Plan Design Changes – Week 6

Based on market data and internal equity, provide proposals for new/adjusted pay grades and ranges

- Propose consistent recommendations specific to out of pay range incumbents and employees who have reached the maximum of the newly proposed pay grade
- Conduct compression analysis for all positions based on new pay ranges
- Discuss the potential impact to employee pay for each of the proposals
- Create best practice options and costing proposals for all employee groups
- Provide implementation plan, including procedures, policies, and methods to maintain an on-going Classification and Compensation Plan that is fair and competitive
    - If required by the Town, provide options to refresh the data on an annual basis for an additional fee (optional)
- Deliver final pay plan and compression workbook
- Present the findings and recommendations to Town Staff and leadership

Throughout the above steps, the RSC team will meet with Town staff to review progress to date and ask any questions relevant at that point. We anticipate this project concluding within 6 weeks of commencement. The timeline can be adjusted based on the Town's needs and responsiveness.

Cost

Risk Strategies proposes a project fee of **$20,000** to complete all objectives outlined in this proposal. This fee includes all work, materials and expenses related to completing the project. RSC will bill the Town of Pembroke Park in equal monthly installments through completion of the project.

The optional benchmark data refresh referenced in *Step 8* costs $6,000 per instance. Any work performed outside the scope of this proposal will be billed to the Town of Pembroke Park at a rate of $200/hr.

RISK strategies

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made and entered into effective as of May 1, 2024 (the "Effective Date"), by and between **RSC Insurance Brokerage, Inc., dba Risk Strategies Company** ("RISK STRATEGIES") having an office at 160 Federal Street, Boston, MA 02110, and **Town of Pembroke Park** (the "CLIENT") having an office at 3150 Southwest 52nd Avenue, Pembroke Park, Florida 33023, United States. RISK STRATEGIES and CLIENT each a "Party", and together the "Parties."

WHEREAS, CLIENT wishes to procure consulting services as more fully described herein (the "Services") from RISK STRATEGIES, and RISK STRATEGIES desires to provide the Services to CLIENT.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services.** During the Term, as defined below, RISK STRATEGIES will perform the Services for CLIENT as noted in the applicable Scope of Work described in Exhibit "A" attached hereto and made a part hereof.

2. **Compensation**. In consideration of the Services (Scope of Work) to be provided by RISK STRATEGIES, CLIENT agrees to pay RISK STRATEGIES the compensation listed on Exhibit "B" hereto and made a part hereof for the services (Scope of Work) described in Exhibit "A" above.

3. **Nature of Relationship**. In the performance of all services and obligations hereunder, it is mutually understood and agreed by the Parties that RISK STRATEGIES is at all times acting and performing as an independent contractor. It is further specifically acknowledged and agreed that nothing in this Agreement shall be considered to create more than the mutual duties, responsibilities and benefits specifically set forth herein. This Agreement is not and shall not be considered an employer-employee relationship, joint venture, or partnership of any kind and neither party shall represent to any third persons that any such relationship exists.

4. **Term and Termination.** The Term of this agreement shall be for a period of three (3) years following the Effective Date and shall automatically renew for one (1) additional year. Either Party may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other party does not cure such breach within 45 business days after receipt of written notice of such breach.

5. **Information Provided by CLIENT.** CLIENT shall be required to provide RISK STRATEGIES with all information reasonably required to complete the Services in a timely manner.

CLIENT shall cooperate with RISK STRATEGIES' requests for information and resources in order to complete the Services. RISK STRATEGIES will not be responsible for independently verifying the accuracy, completeness, or authenticity of any instructions or information provided to RISK STRATEGIES by the CLIENT or its designated representatives.

6. **Confidentiality**. In the course of providing the Services the Parties may disclose confidential information to each other. "**Confidential Information**" means all non-public, confidential or proprietary information disclosed before, on or after the Effective Date, by one Party (the "Disclosing Party") to the other Party (the "Recipient"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," including, but not limited to, all information concerning the Disclosing Party's past, present and future business affairs including, without limitation, finances, insurance policies, customer information, products, services, organizational structure and internal practices, employees, financial results, records and budgets, and business, marketing, development, sales and other commercial strategies, and all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials prepared by or for the Recipient that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing. Except as required by applicable federal, state, or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that:

   (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient;
   (b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a legal, fiduciary or contractual obligation to the Disclosing Party;
   (c) was known by or in the possession of the Recipient, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or
   (d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

   The Recipient shall protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care and shall only use the Confidential Information in connection with the Services.

   Notwithstanding anything contained herein to the contrary, RISK STRATEGIES and the

CLIENT will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations concerning privacy of individually identifiable information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the CLIENT, as a representative of the health plans, and RISK STRATEGIES will enter into a separate Business Associate Agreement.

Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Paragraph 6 by such Party. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

Each Party hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title or interest whatsoever to the Recipient.

7. **CLIENT Obligations.** CLIENT shall be responsible for reviewing all insurance policies for accuracy and adequacy of coverage.

8. **Acts of other Brokers & Consultants.** RISK STRATEGIES will not be responsible for deficiencies in any of CLIENT's insurance policies, coverage and programs not placed by RISK STRATEGIES. RISK STRATEGIES shall not have any liability for the acts, errors and omissions of CLIENT's previous/other brokers or advisors.

9. **ERISA Fiduciary**. To the extent that one or more of the CLIENT's employee benefit plans are subject to the Employee Retirement Income Security Act, as amended ("ERISA") notwithstanding any other provision of this Agreement to the contrary, the parties agree and acknowledge as follows:
    a. RISK STRATEGIES' services under this Agreement do not impose on RISK STRATEGIES or any of its affiliates a fiduciary status under ERISA; and
    b. This Agreement does not provide RISK STRATEGIES, and the CLIENT will not cause or permit RISK STRATEGIES to assume, without prior written consent of RISK STRATEGIES, any: (i) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"); (ii) authority or control respecting management or disposition of the assets of any ERISA Plan; or (iii) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

10. **Legal Practice.** RISK STRATEGIES will not be obligated to perform, and the CLIENT will not request performance of, any services which may constitute the practice of law. The CLIENT

will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of RISK STRATEGIES under the scope and terms as provided herein, conform in all respects with applicable local, state and federal laws, rules, and regulations (including ERISA, the Internal Revenue Code, state and federal securities laws and implementing regulations) and, to the extent that the CLIENT has foreign operations, any applicable foreign laws and regulations.

11. **Limitation of Liability**.

    a. No Consequential or Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHERPARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, OR ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT,TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

    b. Maximum Liability. IN NO EVENTSHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF, OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED $50,000. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO: EITHER PARTY'S GROSSLY NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT, OR CLIENT'S FAILURE TO PAY RISK STRATEGIES AMOUNTS DUE HEREUNDER. Each party acknowledges and agrees that the parties entered into the Agreement in reliance upon the limitations of liability set forth in this Section, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

12. **Notices**. Any notice given under this Agreement shall be in writing and either delivered personally, sent by overnight courier, or mailed by certified mail, return receipt requested, to the addressee. Such notice shall be deemed given when so delivered personally, or if sent by overnight courier, one (1) business day after the date so sent, or if mailed by certified mail, three (3) business days after the date of mailing. Notices shall be sent to the address of the addressee stated below or to such other address as any addressee shall request by written notice.

if to **CLIENT**:	If to **RISK STRATEGIES**:
ATTN: Town of Pembroke Park	ATTN: Kurt N. Gehring
ADDRESS: 3150 Southwest 52nd Avenue, Pembroke Park, Florida 33023, United States	ADDRESS: 160 Federal Street, Boston, MA, 02110
With a Copy to:	With a Copy to: legal@risk-strategies.com

13. **Warranty.** The Services are provided on an "as is" basis. RISK STRATEGIES EXPRESSLY DISCLAIMS, WAIVES, RELEASES AND RENOUNCES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

14. **Client Conflicts**. RISK STRATEGIES has a large and broad base of clients to which it provides an array of risk, insurance brokerage, and consulting services. CLIENT may find itself in a position adverse to that taken by another RISK STRATEGIES client. In view of this, both Parties acknowledge that this Agreement does not disqualify RISK STRATEGIES, at any time, on the basis of the representation of another client.

15. **Miscellaneous**.

Jurisdiction and Venue. This Agreement and the rights of the Parties hereto shall be governed by, construed, and enforced in accordance with the substantive laws of the Commonwealth of Massachusetts without reference to the laws of any other state or jurisdiction. The Parties agree that any legal proceeding arising out of or in connection with this Agreement or the rights of the Parties hereto must be commenced and prosecuted to conclusion in the Commonwealth of Massachusetts.

Entire Agreement. This Agreement contains the entire agreement between CLIENT and RISK STRATEGIES concerning the provision of the Services which are the subject hereof. This Agreement may only be amended by a written amendment signed by both CLIENT and RISK STRATEGIES.

Attorneys' Fees. If a Party institutes a legal action in any court to enforce the terms of this Agreement, the prevailing Party in such litigation shall, in addition to such other relief as the court may grant, be entitled to a reasonable award of attorneys' fees and costs.

Survival. The obligations under Section 3, 4, 6, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive the termination of this Agreement.

Severability. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of the Agreement shall be given effect separately from the provisions of this Agreement so determined and the other provisions shall not be affected by the illegality or unenforceability.

Headings. Headings or captions of paragraphs or sections of this Agreement are for convenience of reference only and shall not be considered in the interpretation of this Agreement.

Assignment. This Agreement will be binding upon, and inure to the benefit of, both Parties and their respective successors and assigns, including any entity with which, or into which, RISK STRATEGIES may be merged, or which may succeed to its assets or business. CLIENT will not assign this Agreement without the prior written consent of RISK STRATEGIES.

Signatures. This Agreement may be executed via facsimile or electronically, and the facsimile or electronic signature of any Party of a counterpart hereof shall be considered valid, binding, and effective for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the Effective date.

RISK STRATEGIES

By:_____
Kurt N. Gehring
Managing Director

CLIENT:

DocuSigned by:
By: Aleem Ghany
9354D09F647846A...
Print Name: Aleem Ghany
Print Title: Iterim Town Manager

RISK strategies

EXHIBIT "A" – SCOPE OF WORK

1. Assume the role of human resources director, responsible for all the Human Resources services within the organization.
2. Create and update current job descriptions and communicate recommendations.
3. Manage human resources questions from both management and staff.
4. Workers' compensation administration (the firm will be working with FMIT on workers' compensation issues).
5. Completion of an evaluation of current human resources practices and procedures.
6. Hiring, on-boarding, promotion, and separation of employees.
7. Management of employee records in accordance with applicable laws.
8. Recommendations of policies to ensure compliance with federal, state, and local standards and regulations.
9. Review of personnel policy manual and recommendations for changes.
10. Administration of employee benefits and directing of open enrollment.
11. Administration of leave policies.
12. Review of annual performance review process, including creating new or improved forms as necessary, and recommendations for improvement.
13. Handling, tracking, and reporting of employee performance issues, disciplinary actions and employee and manager complaints.
14. Entry and tracking of all status changes such as new hires, terminations, leaves, and promotions, and more.
15. Assistance with development of staff training programs related to employee conduct and soft skills, as well as monitoring of completed training programs and coaching for supervisors and management, including but not limited to sexual harassment, diversity inclusion non-discrimination, anti-retaliation, Fair Labor and Standards Act, etc. (https://sbshrs.adpinfo.com/blog/employee-training-whats-required-whats-recommended).
16. Regular communication to Town Manager of changes affecting labor laws or regulations.
17. Recommendations for continuous improvement of human resources policies and procedures.
18. Assistance with other tasks or needs as deemed necessary by the Town.
19. Provide evaluation reports on new hires and prospective new hires.
20. Highlight experience, expertise also include strengths and weakness.
21. Coordinate and attend Police Bargaining negotiations.
22. Manage current personnel outside contracts.
23. Provide yearly training, sexual harassment, diversity training, etc.
24. Must provide an in-house account manager maximum of 16 hours a week.
25. Attend after-hours meetings, as necessary.
26. Dispute resolutions.
27. Provide monthly reports to the Commission.

RISK strategies

EXHIBIT "B" – COMPENSATION

Fee proposal to provide Human Resources Consulting Services (as defined in the Scope of Work) is as follows:	
Cost Year 1:	$105,000
Cost Year 2:	$110,250
Cost Year 3:	$115,762
Hourly fee for work outside of the scope of work:	$200/hr
Fee proposal to provide Non-Essential Services:	
3 Year Cost of Payroll Administration	$60,000
3 Year Cost of Payroll Timekeeping	$40,000
Benefits Consulting – Option 1	$28,000
Benefits Consulting – Option 2	$52,000
Total Rewards/Compensation Study	$25,000

Gehring Group will invoice the Town in equal monthly installments for the cost of the services included in the Scope of Work. Payroll and Timekeeping options, if selected, will also be invoiced in equal monthly installments.

Other projects listed, and additional hourly work outside the scope of services, will be invoiced to the Town upon completion of the projects/work.

Addendum to Terms and Conditions

The following shall be included as part of the Consulting Agreement (the "Proposal") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Pines, FL 33023 ("Town") and **RSC Insurance Brokerage, Inc., dba Risk Strategies Company** having an office at 160 Federal Street, Boston, MA 02110 ("RSG"). In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

4. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither RSG nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. RSG will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. RSG further agrees that RSG will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that RSG is an independent contractor under this Agreement and not the Town 's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. RSG shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of RSG. RSG agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the RSG Products and Services;

however, the RSG Products and Services are provided "AS IS" and as available. This Agreement shall not be construed as creating any joint employment relationship between RSG and the Town and the Town will not be liable for any obligation incurred by RSG, including but not limited to unpaid minimum wages and/or overtime premiums.

6. **Binding Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by RSG without the prior written consent of Town. For purposes of this Agreement, any change of ownership of RSG shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. **Public Records**

8.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. RSG shall comply with Florida's Public Records Law. Specifically, RSG shall:

8.1.1 Keep and maintain public records required by the Town to perform the service;

8.1.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

8.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, RSG shall destroy all copies of such confidential and exempt records remaining in its possession after RSG transfers the records in its possession to the Town, unless otherwise required by law; and

8.1.4 Upon completion of the Agreement, RSG shall transfer to the Town, at no cost to the Town, all public records in RSG's possession. All records stored electronically by RSG must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

8.2 The failure of RSG to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing RSG with at least thirty (30) days prior, provided, however, that RSG will be given the opportunity to cure the breach within said period of time.

IF RSG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RSG'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppfl.gov

9. **Notice**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section or by email. For the present, RSG and Town designate the following as the respective places for giving of notice:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

RSG: **RSC Insurance Brokerage, Inc**
ATTN: Kurt N. Gehring
160 Federal Street
Boston, MA, 02110

Copy To: **RSC Insurance Brokerage, Inc**
ATTN: Legal
160 Federal Street
Boston, MA, 02110
Email: legal@thisisRSG.com

10. **Attorneys' Fees**
In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

11. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12. **Scrutinized Companies**
RSG, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

12.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

12.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

12.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.2.2 Is engaged in business operations in Syria.

13. **E-Verify**
RSG certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

13.1 Definitions for this Section:

13.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a RSG or consultant.

13.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

13.1.3"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically

verify the employment eligibility of newly hired employees.

13.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

13.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

13.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

13.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE TO FOLLOW

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

BY: Aleem A Ghany 04/09/24

MARLEN MARTEL,
TOWN CLERK

ALEEM GHANY
ACTING TOWN MANAGER

APPROVED AS TO FORM.

Name: _____
OFFICE OF THE TOWN ATTORNEY

RSC INSURANCE BROKERAGE, INC

Signed By: _____

Print Name: _____

Title: _____

Addendum to Terms and Conditions

The following shall be included as part of the Consulting Agreement (the "Proposal") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Pines, FL 33023 ("Town") and **RSC Insurance Brokerage, Inc., dba Risk Strategies Company** having an office at 160 Federal Street, Boston, MA 02110 ("RSG"). In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

4. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither RSG nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. RSG will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. RSG further agrees that RSG will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that RSG is an independent contractor under this Agreement and not the Town 's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. RSG shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of RSG. RSG agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the RSG Products and Services;

however, the RSG Products and Services are provided "AS IS" and as available. This Agreement shall not be construed as creating any joint employment relationship between RSG and the Town and the Town will not be liable for any obligation incurred by RSG, including but not limited to unpaid minimum wages and/or overtime premiums.

6. **Binding Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by RSG without the prior written consent of Town. For purposes of this Agreement, any change of ownership of RSG shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. **Public Records**

8.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. RSG shall comply with Florida's Public Records Law. Specifically, RSG shall:

8.1.1 Keep and maintain public records required by the Town to perform the service;

8.1.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

8.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, RSG shall destroy all copies of such confidential and exempt records remaining in its possession after RSG transfers the records in its possession to the Town, unless otherwise required by law; and

8.1.4 Upon completion of the Agreement, RSG shall transfer to the Town, at no cost to the Town, all public records in RSG's possession. All records stored electronically by RSG must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

8.2 The failure of RSG to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing RSG with at least thirty (30) days prior, provided, however, that RSG will be given the opportunity to cure the breach within said period of time.

IF RSG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RSG'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppfl.gov

9. **Notice**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section or by email. For the present, RSG and Town designate the following as the respective places for giving of notice:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

RSG: **RSC Insurance Brokerage, Inc**
ATTN: Kurt N. Gehring
160 Federal Street
Boston, MA, 02110

Copy To: **RSC Insurance Brokerage, Inc**
ATTN: Legal
160 Federal Street
Boston, MA, 02110
Email: legal@thisisRSG.com

10. **Attorneys' Fees**
In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

11. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12. **Scrutinized Companies**
RSG, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

12.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

12.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

12.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.2.2 Is engaged in business operations in Syria.

13. **E-Verify**
RSG certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

13.1 Definitions for this Section:

13.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a RSG or consultant.

13.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

13.1.3"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically

verify the employment eligibility of newly hired employees.

13.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

13.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

13.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

13.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE TO FOLLOW

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

DocuSigned by:
Marlen Martell
410B02AG7B4A446...

MARLEN MARTEL,
TOWN CLERK

BY: DocuSigned by:
Aleem Ghany
9354D99F647846A...

ALEEM GHANY
ACTING TOWN MANAGER

APPROVED AS TO FORM.

Jacob Horowitz

Name: DocuSigned by:
Jacob Horowitz
A563A1DDEED8417...

OFFICE OF THE TOWN ATTORNEY

RSC INSURANCE BROKERAGE, INC

Signed By: DocuSigned by:
Cindy Thompson
3FF4ECB5DBB0437...

Print Name: Cindy Thompson

Title: VP - Operations

Agenda Item Report

Subject:	Consideration and approval to Award Agreement for the Construction of the SW 25th St Stormwater Improvement Project
Meeting Date:	Agenda for Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	Stanley Merantus, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	It is recommended that the Town Commission enter into an agreement with Southeastern Engineering Contractors, Inc. ("Southeastern"), for the Construction of the SW 25th St Stormwater Improvement Project in an amount of three million three hundred forty-three thousand four hundred ninety-one dollars and 0/100 ($3,343,491.00).
Background Information:	The SW 25th Street Stormwater Project is part of a two phased project aimed at improving the stormwater management system along SW 25th Street. This project will assist in reducing flooding and enhance drainage capacity in the area. The goal is to mitigate water accumulation, improve road safety, and protect nearby properties from water damage. The project is a critical part of the Town's ongoing efforts to upgrade its stormwater infrastructure and address flooding concerns.
Staff Recommendations:	It is recommended that the Town Commission enter into an agreement in an amount of $3,343,491.00, with Southeastern, for the Construction of the SW 25th St Stormwater Improvement Project.
Procurement:	The Town issued an Request for Proposal (“RFP”) 25-01R SW 25th St Stormwater Improvement Project on March 3, 2024. The RFP was advertised in the Community Newspapers, posted to DemandStar, and posted on the Town's website. On the date of the bid opening, March 17, 2025, we received 2 (two) bids from the following Bidders: Foster Marine Contractors, Inc. and Southeastern Engineering Contractors, Inc. Procurement performed a due diligence review of the bids for responsiveness and found that Southeastern’s bid did not reveal any material defects in the bid, nor in Southeastern’s qualifications.
Financial Implications:	This project will be funded by the Broward County Surtax and Town Stormwater Funds.

Alternatives:	

ATTACHMENTS:

Southeastern Proposal -“SW 25th Street Stormwater Improvements”
Bid - Pembroke - SW 25th St Stormwater Improv. 03.17.25
Southeastern Revised Bid Tabulation
Draft Sevice Agreement SW 25th Street Stormwater Improvements

SECTION 6

TOWN FORMS

BID FORM

i. Bidder agrees to perform all the work described in the contract documents to provide a complete project as shown on the plans and specifications under the following lump sum and/or unit prices.
ii. The owner reserves the right to substitute and/or delete items as necessary to meet the funding budget.
iii. Bids shall not include sales tax and all other applicable taxes and fees.
iv. In the case of a discrepancy between the unit cost and the total, the discrepancy shall favor the owner (lower resulting total cost)

Bid Prices Shall Be Based Pursuant to Specifications and Exhibit A. Contractor Shall Calculate and Provide Quantity Required for Each Line Item.

In accordance with the Town's Invitation to Bid (RFP 24-06) and the specifications contained herein, the undersigned proposes the following Bid prices:

A. SW 25TH STREET STORMWATER IMPROVEMENTS BID TABULATION

Company Name	Southeastern Engineering Contractors, Inc				
ITEM #	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT COST**	**TOTAL COST ($)**
1.	Mobilization	1	LS	299,106.00	299,106.00
2.	Maintenance of Traffic	1	LS	48,575.00	48,575.00
3.	Survey Stakeout and As-Builts	1	LS	81,925.00	81,925.00
4.	Testing	1	LS	21,750.00	21,750.00
5.	Clearing and Grubbing	1	LS	63,081.00	63,081.00
6.	Erosion Control / SWPPP	1	LS	14,355.00	14,355.00
7.	Remove Catch Basins / manholes	8	EA	1,914.00	15,312.00
8.	Remove 3' Sidewalk	35	SY	29.00	1,015.00
9.	Remove Drainage Pipe 12"-24"	1135	LF	44.00	49,940.00
10.	Behan Park (Remove pumps, fencing, force main and misc.) - complete including disposal	1	LS	215,955.00	215,955.00
11.	Grout fill and abandon existing drainage pipe (up to 24")	90	LF	148.00	13,320.00
12.	Cut / Cap Existing Drainage Pipe (12" - 24")	7	EA	1,390.00	9,730.00
13.	Drainage Manhole C-5 w/ USF 580 Ring & Cover	6	EA	8,223.00	49,338.00
14.	Drainage Inlet C-5 w/ USF 4155-6210 Frame & Grate	4	EA	8,171.00	32,684.00
15.	Drainage Manhole M-4 w/ USF 580 Ring & Cover	0	EA	—	—
16.	Drainage Manhole M-5 w/ USF 580 Ring & Cover	0	EA	—	—

Company Name	Southeastern Engineering Contractors, Inc				
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST ($)
17.	Drainage Inlet M-5 w/ USF 4155-6210 Frame & Grate	1	EA	8,690.00	8,690.00
18.	Drainage Manhole M-6 w/ USF 580 Ring and Cover	0	EA	–	–
19.	M-6 Control Structure w/ USF 580 Ring and Cover	1	EA	10,377.00	10,377.00
20.	7' x 6' Control Structure w/ (2) USF 580 Ring and Cover	0	EA	–	–
21.	5' x 6' Control Structure w/ USF 1120T	0	EA	–	–
22.	7' x 8' Control Structure w/ (2) USF 580 Ring and Cover	1	EA	52,026.00	52,026.00
23.	Type M-4 MH Control Structure w/ USF 580 Ring and Cover	0	EA	–	–
24.	Type D Inlet W/ USF 6626 Grate	2	EA	7,870.00	15,740.00
25.	Type D Inlet W/ USF6626 Grate & Conc. Apron	1	EA	8,812.00	8,812.00
26.	5'x5.5' Rect. Inlet w/ USF 4155-6210 Frame & Grate	2	EA	8,722.00	17,444.00
27.	15'x7' Rect. MH (trash Rach Chamber) w/ (1) USF 1120T Slab Top Ring & Hatch Cover and (1) H-20 Rated Aluminum Hinged Access Cover	1	EA	146,247.00	146,247.00
28.	15" Contech A2000 PVC Solid	0	LF	–	–
29.	18" Contech A2000 PVC Solid	0	LF	–	–
30.	24" Contech A2000 PVC Solid	52	LF	391.00	20,332.00
31.	30" Contech A2000 PVC Solid	0	LF	–	–
32.	36" Contech A2000 PVC Solid	680	LF	500.00	340,000.00
33.	36" Contech A2000 PPVC (8'w x 6'H Exfiltration Trench)	369	LF	715.00	263,835.00
34.	36" Contech A2000 PPVC (10'w x 6'H Exfiltration Trench)	517	LF	730.00	377,410.00
35.	36" Contech A2000 PPVC (10'w x 5.5'H Exfiltration Trench)	0	LF	–	–
36.	24" Contech A2000 PPVC (10'w x 6'H Exfiltration Trench)	0	LF	–	–
37.	30" Contech A2000 PPVC (8'w x 6'H Exfiltration Trench)	0	LF	–	–
38.	Connect to Existing Drainage	4	EA	2,045.00	8,180.00
39.	36" CAP	56	LF	502.00	28,112.00
40.	48" RCP	26	LF	956.00	24,856.00
41.	30" PRB	0	EA	–	–

Company Name	Southeastern Engineering Contractors, Inc				
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST ($)
42.	36" PRB	0	EA	—	—
43.	42" PRB	9	EA	3,611.00	32,499.00
44.	36" Tideflex Checkvalve (Series TF-1) - Installed complete	1	LF	47,212.00	47,212.00
45.	Water Main relocations / adjustments (complete: including all testing, compaction, restoration, sample points)	45	LF	839.00	37,755.00
46.	Utility Relocations Adjustments	72	LF	924.00	66,528.00
47.	Storm Sewer Pump Station (Complete)	1	LS	1,514,192.00	1,514,192.00
48.	14" DIP (Class 350) (open cut forcemain)	900	LF	503.00	452,700.00
49.	20" DIP (Class 350) (open cut forcemain)	50	LF	817.00	40,850.00
50.	Forcemain DIP fittings	1.5	TN	37,910.00	56,865.00
51.	Seawall Reconstruction (Design Build complete including all permitting)	1	LS	67,715.00	67,715.00
52.	Pavement Marking and Signage	1	LS	21,750.00	21,750.00
53.	Construction Contingency	1	LS	$250,000	$250,000
54.	**TOTAL**			$ 4,826,213.00	

Authorized Signatory: _____

(Signature)

Executed by: Eduardo Dominguez

(Type or Print Name)

Title: President

A. BID SIGNATURE PAGE

HOW TO SUBMIT BIDS: Bids must be submitted by hard copy. It is the sole responsibility of the Bidder to ensure that the Bid reaches the Town of Pembroke Park, Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 33023, on or prior to the Bid due date and time listed. Bids submitted by fax or email will not be accepted.

The undersigned hereby agrees to furnish services subject to all instructions, terms, conditions, specifications, and addenda contained in the Invitation to Bid (RFP).

I have read the RFP, and all attachments including the specifications and fully understand what is required. By submitting this signed Bid, I understand any resulting Town contract will be subject to RFP instructions, terms, conditions, specifications, and addenda.

Southeastern Engineering Contractors, Inc	03/17/25
Submitted by	Date
	03/17/25
Signature	Date
Eduardo Dominguez	President
Name Print	Title
FEIN 59 2425850 911 NW 209th Ave. #101 Pembroke Pines, FL 33029	
Company (Legal Registration)	

FOREIGN CORPORATIONS MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

911 NW 209th Ave. #101 Pembroke Pines, FL 33029			
Address			
City		State	Zip
Telephone No.	FAX No	Email	
305 557 4226	—	eddie@southeasterneng.com	
Does your firm qualify for MBE or WBE status?	NO	MBE	WBE

TOWN OF PEMBROKE PARK SUBMITTAL REQUIRED FORMS

Bidders must complete and submit all TOWN requested documentation to be considered a responsive and responsible Bidder.

1. Questionnaire
2. Bid Acknowledgment
3. Vendor/Bidder Disclosure
4. Subcontractors
5. References
6. Scrutinized Companies
7. Public Entity Crimes
8. Conflict of Interest Disclosure
9. Non-Collusion Statement
10. Confirmation of Drug-Free Workplace
11. Acknowledgement of Addenda

TOWN OF PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

QUESTIONNAIRE

Submitted by (*Company Name*): Southeastern Engineering Contractors, Inc

(Corporation) Partnership Individual Joint Venture

Other Describe: —

Office Location:

911 NW 209th Ave. #101 Pembroke Pines, FL 33029

Number of people in your organization:

28

Length of time the Contractor has been doing business under this name in Florida: June 1984 Years 40

Under what other name(s) has your firm operated:

N/A

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

NO

YES *(attach a detailed explanation)* (NO)

BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, RFP 22-06, SW 32nd Street Asphalt Replacement for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached RFP.

The undersigned gives permission for Pembroke Park to contact business references provided in this Bid, and any others for whom the undersigned has performed work.

The undersigned further states that this Bid is made in good faith and is not founded on, or in consequence of, any collusion, anti-competitive agreement, or other type of anti-competitive activities between themselves and any other interested party, in restraint of free competition.

Bidder Business Name: Southeastern Engineering Contractors, Inc

Authorized Representative Signature:

Authorized Representative Name (Print): Eduardo Dominguez

Authorized Representative Title (Print): President

Address: 911 NW 209th Ave. #101 Pembroke Pines, FL 33029

Date: 03/17/25 Phone: 305 557 4226 Fax: -

Email Address: eddie@Southeastern Eng.com

Key Staff Member(s) Will Assign to Project: Orlando Lopez

VENDOR/BIDDER DISCLOSURE

I, Eduardo Dominguez being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Southeastern Engineering Contractors, Inc

Address: 911 NW 209th Ave. #101 Pembroke Pines, FL 33026

FEIN: 59 2425850

State and date of incorporation Florida June/1984

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
Eduardo Dominguez	911 NW 209th Ave. #101 Pembroke Pines, FL 33026	100

The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest Town of Pembroke Park in the contract or business transaction with TOWN are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
N/A		

STATE OF FLORIDA)
)
COUNTY OF Broward)

By: _____ Date: 03/17/25
Signature of Affiant

_____
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 17 day of

March 2025, by EDUARDO DOMINGUEZ, he/she is personally known

to me or has presented N/A as identification.

_____
Notary Public, State of Florida at Large

Notary Public State of Florida
Natalia A Jofre
My Commission HH 369419
Expires 3/24/2027

_____
Print or Stamp of Notary:

SUBCONTRACTORS

The Bidder shall list all Subcontractors to be used on this project, if awarded the Contract for this project in the form below.

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.	Electrical	A Bernal Service, Corp	14850 Dade Pine Ave. Miami Lakes, FL 33014
2.			
3.			
4.			
5.			

DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES
ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1 03/07/25

Addendum No _____

Addendum No. _____

Addendum No. _____

_____ 03/17/25
Authorized Representative (Signature) Date

Edwardo Dominguez / President
Authorized Representative/Title
(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600

RFP 25-01R

SW 25TH ST STORMWATER IMPROVEMENT

ADDENDUM NO. 1

ISSUED: March 7, 2025

This addendum is issued to include the addendums from the initial RFP.

Cynthia Garcia-Lima
Town Clerk

Company Name: Southeastern Engineering Contractors, Inc
(please print)

Bidder's Signature: _____

Date: 03/10/25

REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name:

1. Company: See attached Reference

Street Address: _____

City, State & Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

_____

_____

2. Company: _____

Street Address: _____

City, State & Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

_____

_____

3. Company: _____

Street Address: _____

City, State & Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

_____

Southeastern ENGINEERING CONTRACTORS, INC.

FIRM REFERENCES

Project Title:	Annual Storm Drainage Contract
Contract Amount:	$2,000,000.00
Client:	City of Fort Lauderdale
Client's Rep.:	Sayd Hussain, Project Manager. Public Works, 954-701 7414, SHussain@fortlauderdale.gov

Project Title:	Storm Sewer Capital Improvement Project.
Contract Amount:	$13, 926, 071.00
Client:	Town of Golden Beach
Client's Rep.:	Alex Diaz, Town Manager, 305-932 0744 alexdiaz@goldenbeach.us

Project Title:	CDBG 45th and 46th NW 8rth Ave
Contract Amount:	$419,350.00
Client:	City of Wilton Manors
Client's Rep.:	Todd De Jesus, Capital Projects Administrator, 954-390 2105, TDeJesus@wiltonmanors.com

Project Title:	Mary Brickell Village Drainage Improvements.
Contract Amount:	$2,576,882.00
Client:	City of Miami
Client's Rep.:	Valentine Onuigbo, Construction Manager, 305-416 2588, vonuigbo@miamigov.com

Project Title:	Stormwater Improvements Sub-Basins F-5, C-6, C-7, G-1.
Contract Amount:	$798,969.70
Client:	City of Doral
Client's Rep.:	Carlos Arroyo, Assistant Director 786-367 5083 Carlos.Arroyo@Cityofdoral.com

SCRUTINIZED COMPANIES

CERTIFICATION REGARDING SCRUTINIZED COMPANIES. The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of $1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of $1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Acknowledged By:

Firm Name: Southeastern Engineering Contractors, Inc

Printed Name: Eduardo Dominguez Title: President

Signature: Date: 03/17/25

PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged By:

Firm Name: Southeastern Engineering Contractors, Inc

Printed Name: Edoardo Dawkins Title: President

Signature: Date: 03/17/25

CONFLICT OF INTEREST DISCLOSURE

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid, the name of any officer, director, or agent who is also an employee or relative of an employee of the Town of Pembroke Park ("TOWN").

Furthermore, all Bidders must disclose the name of any TOWN employee or relative(s) of a TOWN employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give TOWN the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any TOWN duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation, if necessary:

☑ To the best of our knowledge, the undersigned Contractor has no potential conflict of interest as defined in Chapter 112, Florida Statutes.

☐ The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this RFP.

Acknowledged By:

Firm Name: Southeastern Engineering Contractors, Inc

Printed Name: Eduardo Dominguez Title: President

Signature: Date: 03/17/25

PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I Eduardo Dominguez certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

The Town reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: Southeastern Engineering Contractors, Inc

Authorized Representative (Signature)

03/17/25
Date

Eduardo Dominguez / President
Authorized Representative/Title
(Print or Type)

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

03/17/25

Date

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DOMINGUEZ, EDUARDO

SOUTHEASTERN ENGINEERING CONTRACTORS, INC.
911 NW 209TH AVE STE 101
PEMBROKE PINES FL 33029

LICENSE NUMBER: CGC1520810

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/18/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Southeastern ENGINEERING CONTRACTORS, INC.

PROJECT EXPERIENCE (Last 5 Years)

Project Title:	**McKinley ST Interceptor Vent. and Tyler ST Conflict Box Revision**
Type of Construction:	Sewer Upgrade
Contract Amount:	$200,495.00
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Mr. Feng Jian PE, Assistant Director (954)-921-3930
Completion Date:	Jun-24

Project Title:	**Weston SW 36Th Street Cul-de-sac**
Type of Construction:	Roadway Improvements
Contract Amount:	$375,756.00
Type of Contract:	Unit Prices
Client:	City of Weston
Client's Rep:	Mr. Scott Buck, Senior Project Manager (954) 483-4946
Completion Date:	Apr-24

Project Title:	**Crandon Boulevard and Harbor Drive Intersection Improvements**
Type of Construction:	Storm Water Improvements
Contract Amount:	$440,233.80
Type of Contract:	Unit Prices
Client:	Village of Key Biscayne
Client's Rep:	Mr. Andrew List, PE Associate Project Manager (954) 921-3930
Completion Date:	Apr-24

Project Title:	**NE 3rd and NE 4th Street Drainage Improvements**
Type of Construction:	Storm Water Improvements
Contract Amount:	$941,870.60
Type of Contract:	Unit Prices
Client:	City of Pompano Beach
Client's Rep:	Mr. Christopher Schlageter Engineering Project Manager (954) 786-4022
Completion Date:	Mar-24

Project Title:	**Civil Work Related to Taft Street FM Wall Loss Verification**
Type of Construction:	Water Main, FM and Sanitary Sewer Improvements
Contract Amount:	$469,887.00
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Juan Jose Figueroa, PE Senior Project Manager- ECSD 954-864-6622
Completion Date:	Apr-23

Project Title:	**Water System Interconnect Upgrades**
Type of Construction:	Water Main Improvements
Contract Amount:	$642,890.00
Type of Contract:	Unit Prices
Client:	City of Pompano Beach
Client's Rep:	Mathew Marsh, McCafferty Brinson Consulting, LLC 954 918 0744
Completion Date:	Apr-23

Project Title:	**Lift Station W-14 Upgrade**
Type of Construction:	Sewer Pump Station
Contract Amount:	$2,395,072.00
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Mr. Feng Jian PE, Assistant Director (954)-921-3930
Completion Date:	Sep-22

Project Title:	**El Jardin Stormwater Improvements**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	$322,643.00

Type of Contract:	Unit Prices
Client:	Village Of El Portal
Client's Rep:	Mr. Orlando Rubio, Senior Supervising Engineer, 561 314 4445, x203
Completion Date:	Apr-22

Project Title:	**Center Island Pump Station**
Type of Construction:	Stormwater Pump Station
Contract Amount:	$1,235,280.50
Type of Contract:	Unit Prices
Client:	Town of Golden Beach
Client's Rep:	Mr. Orlando Rubio, Senior Supervising Engineer 561 314 4445, x203
Completion Date:	Dec-22

Project Title:	**CDBG 47th NW 8th Ave**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	$136,387.50
Type of Contract:	Unit Prices
Client:	City of Wilton Manors
Client's Rep:	Todd De Jesus, City Project Manager 954 290 5378
Completion Date:	Jul-22

Project Title:	**CDBG 45th and 46th NW 8th Ave**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	$419,350.50
Type of Contract:	Unit Prices
Client:	City of Wilton Manors
Client's Rep:	Todd De Jesus, City Project Manager
Completion Date:	Jan-22

Project Title:	**Annual Storm Drainage Contract**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	2,000,000 Contract Cap
Type of Contract:	Unit Prices
Client:	City of Fort Lauderdale
Client's Rep:	Mr. Rares Petrica, Project Manager , Public Words, 954 828-6720
Completion Date:	Jun-21

Project Title:	**Outfall 13 at 14 Harbor Point Construction Project**
Type of Construction:	Drainage
Contract Amount:	$234,302.30
Type of Contract:	Unit Prices
Client:	Village of Key Biscayne
Client's Rep:	Natanael Diaz, Project Manager
Completion Date:	Dec-20

Project Title:	**Lift Station W-27 Upgrade**
Type of Construction:	Sewer Pump Station
Contract Amount:	$402,740.01
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Feng Jian PE, Assistant Director (954)-921-3930
Completion Date:	Oct-20

Project Title:	**Lift Station No. 103**
Type of Construction:	Sewer Pump Stations
Contract Amount:	$873,461.59
Type of Contract:	Unit Prices
Client:	City of Plantation
Client's Rep:	John Adams, Capital Improvement Administrator 954-865-8296
Completion Date:	Dec-20

Project Title:	**NW 67th Avenue Widening Project**
Type of Construction:	Roadway improvements
Contract Amount:	$505,725.93
Type of Contract:	Unit Prices

Client:	Town of Miami Lakes
Client's Rep:	Omar Santos Public Works Engineer (305) 364-6100 Ext.1182
Completion Date:	Sept. 2020
Project Title:	**Rehabilitation of Wastewater Pump Station No. 12**
Type of Construction:	Sewer Pump Station
Contract Amount:	$918,527.09
Type of Contract:	Unit Prices
Client:	City of North Miami
Client's Rep:	Miguel A Lockward, EI, ENV SP (305).265.5420
Completion Date:	Sept. 2020
Project Title:	**Lift Station 117 and 307 Rehabilitation**
Type of Construction:	Sewer Pump Stations
Contract Amount:	$914,313.75
Type of Contract:	Unit Prices
Client:	City of Sunrise
Client's Rep:	Gregg Bagnall 954-888-6097
Completion Date:	Jan. 2021
Project Title:	**Margate Lift Station 21 Renovation**
Type of Construction:	Sewer Pump Station
Contract Amount:	$454,528.88
Type of Contract:	Unit Prices
Client:	City of Margate
Client's Rep:	Keith Schriner (Craig A. Smith & Associates), 954-618-9978
Completion Date:	Nov. 2020
Project Title:	**High Tide Stormwater Improvements**
Type of Construction:	Drainage
Contract Amount:	$131,512.00
Type of Contract:	Unit Prices
Client:	Town of Golden Beach
Client's Rep:	Mr. Orlando Rubio, Senior Supervising Engineer, 561 314 4445, x203
Completion Date:	Mar. 2020
Project Title:	**State Road 7 Lift Stations (W-12, W-13, W-23 & W-24)**
Type of Construction:	Sewer Pump Stations
Contract Amount:	$3,007,950
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Mr. Feng Jian PE, Assistant Director (954)-921-3930
Completion Date:	Mar. 2020
Project Title:	**Florida City Water & Sewer Utility Relocation-Adjustments**
Type of Construction:	Water and Sewer
Contract Amount:	$323,755
Type of Contract:	Unit Prices
Client:	City of Florida City
Client's Rep:	Pedro Gonzalez PE, City Engineer 786-302-1862
Completion Date:	Dec. 2020
Project Title:	**Lift Station E-4 Repair Project**
Type of Construction:	Sewer Pump Station
Contract Amount:	$204,247.00
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Mr. Feng Jian PE, Assistant Director (954)-921-3930
Completion Date:	Dec. 2019
Project Title:	**Pump Stations D-10 & D-11 Flow Analysis and Redesign**
Type of Construction:	Sewer Pump Stations
Contract Amount:	$1,026,980
Type of Contract:	Unit Prices
Client:	City of Fort Lauderdale

Client's Rep:	Daniel Fisher, PE, Project Manager 954-632-6487
Completion Date:	Feb. 2019
Project Title:	**2017 Alley Reconstruction Program**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	$1,159,138
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Clarissa Ip Project Manager 954-921-3915
Completion Date:	Oct. 2019
Project Title:	**Master Lift Station No. 1 Rehabilitation**
Type of Construction:	Sewer Pump Station
Contract Amount:	$1,323,689
Type of Contract:	Unit Prices
Client:	City of Delray Beach
Client's Rep:	Richard Chipman, Construction Manager 561-655 6175
Completion Date:	July. 2019
Project Title:	**Mary Brickell Village Drainage Improvements (Pump Station).**
Type of Construction:	Drainage Pump Station
Contract Amount:	$2,576, 882
Type of Contract:	Unit Prices
Client:	City of Miami
Client's Rep:	Valentine Onuigbo, Construction Manager 305-416-2588
Completion Date:	Jan. 2019
Project Title:	**Tribute Element**
Type of Construction:	Drainage and Water Main Improvements
Contract Amount:	$722,213
Type of Contract:	Lump Sum
Client:	Tutor Perini
Client's Rep:	Scott Prince
Completion Date:	Jan. 2019

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: SOUTHEASTERN ENGINEERING CONTRACTORS, INC.
Owner Name: EDUARDO DOMINGUEZ
Business Location: 911 NW 209TH AVE STE 101 PEMBROKE PINES
Business Phone: 305-557-4226

Receipt #: 189-319371
Business Type: ALL OTHER TYPES CONTRACTOR (GENERAL ENGINEERED CONSTRUCTION BUILDER)
Business Opened: 01/01/2021
State/County/Cert/Reg: CGC1520810
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		23		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

Receipt Fee 81.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

SOUTHEASTERN ENGINEERING CONTRACTO
911 NW 209TH AVE STE 101
PEMBROKE PINES, FL
33029-2112

Receipt #03B-23-00001570
Paid 07/30/2024 81.00

2024 - 2025

SOUTHEASTERN ENGINEERING
CONTRACTORS INC.
911 NW 209 AVE STE 101
PEMBROKE PINES FL 33029-0000

CITY OF PEMBROKE PINES
601 CITY CENTER WAY, LBTR-4TH FLOOR
PEMBROKE PINES, FL 33025

LOCAL BUSINESS TAX RECEIPT

Local Business Tax Certficate

In the event the business to which this receopt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

Receipt Date: October 1, 2024 through September 30, 2025

Business Name: SOUTHEASTERN ENGINEERING CONTRACTORS INC. **DBA:**

Business Location: 911 NW 209 AVE, 101
PEMBROKE PINES, FL 33029-0000

Receipt Number: 20190374-2022-1

Invoice Number: INV-00074359

Business Description: ADMINISTRATION SERVICES

Receipt Issued: Issued on 9/30/2024 12:00:00 AM

Receipt Expiration: Expires on 9/30/2025 12:00:00 AM

Business Classifications

SIGN-Sign

ADMSER-administrative services

An official website of the United States government
Here's how you know

E-Verify

Menu ☰

My Company Profile

Company Information

Company Name

Southeastern Engineering Contractors, Inc.

Doing Business As (DBA)

Company ID

549288

Enrollment Date

04/26/2012

Employer ID Number

592425850

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

237

Sector

BID BOND

Bond No: n/a

CONTRACTOR:
(Name, legal status and address)
Southeastern Engineering Contractors, Inc.
911 NW 209 Ave, Ste 101
Pembroke Pines, FL 330

SURETY:
(Name, legal status and principal place of business)
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER:
(Name, legal status and address)
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

BOND AMOUNT: Five Percent of Amount of bid 5% amount of bid

PROJECT: SW 25th Street Stormwater Improvements RFP #25-01R
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition 1

Signed and sealed this 17th day of March, 2025.

(Witness)

Southeastern Engineering Contractors, Inc.
(Principal) (Seal)

(Title) Eduardo Dominguez, President

(Witness) Maria Li

FCCI Insurance Company
(Surety) (Seal)

(Title) Mayra Rodriguez
Atty-in-fact & FL Res Agent

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition 2

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Mayra Rodriguez; Fausto Alvarez, Jr., Claudio Rubiera, Norman L Morris

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: _____
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 17th day of March, 2025

_____
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowen, Miclette & Britt of Florida, LLC 850 Concourse Pkwy S, Suite #105 Maitland FL 32751	CONTACT NAME: Michelle Rushing PHONE (A/C, No, Ext): 407-647-1616 FAX (A/C, No): 407-628-1635 E-MAIL ADDRESS: mrushing@bmbinc.com
INSURED SOUTHEASTE11 Southeastern Engineering Contractors, Inc. 911 NW 209th Ave., Ste. 101 Pembroke Pines FL 33029	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Charter Oak Fire Ins. Co. — 25615 INSURER B : Travelers Indemnity Company — 26658 INSURER C : Travelers Property Casualty Co of Amer — 25674 INSURER D : Bridgefield Casualty Insurance Company — 10335 INSURER E : Navigators Specialty Insurance Company — 36056 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2142376752 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	Y	Y	DT-CO-7T598390-COF-24	9/22/2024	9/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	BA-7T59913A-24-2S-G	9/22/2024	9/22/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP-7T606799-24-2S	9/22/2024	9/22/2025	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	19656073	9/22/2024	9/22/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Pollution Liability Professional Liability			SF24ECPU01040NC	10/11/2024	9/22/2025	Each Poll Incident Each Prof Occurrence Aggregate	1,000,000 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing Contact Person as shown above.

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an Additional Insureds with respect to the General Liability, Auto Liability and Umbrella Liability as afforded by the policy and/or endorsements.

When required by written contract, a Waiver of Subrogation, with respect to the General Liability, Auto Liability, Worker's Compensation and Umbrella is granted
See Attached...

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: SOUTHEASTE11

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Bowen, Miclette & Britt of Florida, LLC	Southeastern Engineering Contractors, Inc. 911 NW 209th Ave., Ste. 101 Pembroke Pines FL 33029
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

to those parties listed in said contract, including the Certificate Holder.

The General Liability, Auto Liability, and Umbrella Liability, certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

SEALED BID FOR:

SW 25th Street Stormwater Improvements

RFP No. 25-01R

Town of Pembroke Park
Town Clerk, Cynthia Garcia-Lima
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

BID OPENING: March 17, 2025 @ 10:00 a.m.
Addenda – 1
(1) Original, (3) Hard Copies, & (1) USB

TOWN OF PEMBROKE PARK
REQUEST FOR PROPOSAL
RFP 25-01R
FOR
SW 25TH STREET
STORMWATER IMPROVEMENTS

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

MONDAY, MARCH 17, 2025

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

Town of Pembroke Park
RFP 25-01R
SW 25th Street Stormwater Improvements

Guide for Evaluation Criteria

Evaluation Criteria	Attachment/Document
Professional Certifications and Technical Knowledge of Work to be Performed	Attachment "A" – Licenses & Certifications
Mobilization and Project Plan/Schedule	Attachment "B" – Proposed Schedule
Proposed Bid Price	Bid Submittal, pages "24 of 40", "25 of 40" and "26 of 40"
Past Performance, Financial Capabilities, Corporate History, Construction Completion, and Project Management	Attachment "C" – Completed Projects & References Attachment "D" – Corporation Documents Attachment "E" – Equipment List Attachment "F" – Safety & Quality Assurance
Project Team, Key Personnel Qualifications	Attachment "G" – Key Personnel & Resumes Attachment "H" – E-Verify Memorandum of Understanding
Bid Submission Guidelines	Entire Bid Package

TOWN OF PEMBROKE PARK SUBMITTAL REQUIRED FORMS

Bidders must complete and submit all TOWN requested documentation to be considered a responsive and responsible Bidder.

- [x] 1. Questionnaire
- [x] 2. Bid Acknowledgment
- [x] 3. Vendor/Bidder Disclosure
- [x] 4. Subcontractors
- [x] 5. References
- [x] 6. Scrutinized Companies
- [x] 7. Public Entity Crimes
- [x] 8. Conflict of Interest Disclosure
- [x] 9. Non-Collusion Statement
- [x] 10. Confirmation of Drug-Free Workplace
- [x] 11. Acknowledgement of Addenda

A. BID SIGNATURE PAGE

HOW TO SUBMIT BIDS: Bids must be submitted by hard copy. It is the sole responsibility of the Bidder to ensure that the Bid reaches the Town of Pembroke Park, Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 33023, on or prior to the Bid due date and time listed. Bids submitted by fax or email will not be accepted.

The undersigned hereby agrees to furnish services subject to all instructions, terms, conditions, specifications, and addenda contained in the Invitation to Bid (RFP).

I have read the RFP, and all attachments including the specifications and fully understand what is required. By submitting this signed Bid, I understand any resulting Town contract will be subject to RFP instructions, terms, conditions, specifications, and addenda.

Foster Marine Contractors, Inc.	3/17/2025
Submitted by	Date
	3/17/2025
Signature	Date
Michael Czajkowski	President
Name Print	Title
Foster Marine Contractors, Inc.	
Company (Legal Registration)	

Foster Marine Contractors, Inc. CORPORATE SEAL 1964 Florida

FOREIGN CORPORATIONS MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

3180 Fairlane Farms Road, Suite 1			
Address			
Wellington		Florida	33414
City		State	Zip
561-683-0034	561-683-0335		mike@foster-marine.net
Telephone No.	FAX No		Email

Does your firm qualify for MBE or WBE status?	MBE	WBE
No	n/a	n/a

CAS Project No. 21-2190
Bid Tab
2/10/2025

1. BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS TO PROVIDE A COMPLETE PROJECT AS SHOWN ON THE PLANS AND SPECIFICATIONS UNDER THE FOLLOWING LUMP SUM AND/OR UNIT PRICES.

2. THE OWNER RESERVES THE RIGHT TO SUBSTITUTE AND/OR DELETE ITEMS AS NECESSARY TO MEET THE FUNDING BUDGET.

3. BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

4. IN THE CASE OF A DISCREPANCY BETWEEN THE UNIT COST AND THE TOTAL, THE DISCREPANCY SHALL FAVOR THE OWNER (LOWER RESULTING TOTAL COST)

GENERAL ITEMS 1 - 6

THE LUMP SUM (LS) PRICES FOR ITEMS SHALL BE DONE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS. COSTS FOR PROJECT SIGN(S) ARE TO BE INCORPORATED INTO ITEM 1 .

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Mobilization	1	LS	$ 500,000.00	$ 500,000.00
2	Maintenance of Traffic	1	LS	$ 125,000.00	$ 125,000.00
3	Survey Stakeout and As-Builts	1	LS	$ 30,000.00	$ 30,000.00
4	Testing	1	LS	$ 45,000.00	$ 45,000.00
5	Clearing and Grubbing	1	LS	$ 510,000.00	$ 510,000.00
6	Erosion Control / SWPPP	1	LS	$ 10,000.00	$ 10,000.00
				Subtotal	$ 1,220,000.00

DEMOLITION, ITEMS 7-12

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
7	Remove Catch Basins / manholes	8	EA	$ 1,875.00	$ 15,000.00
8	Remove 3' Sidewalk	35	SY	$ 215.00	$ 7,525.00
9	Remove Drainage Pipe 12"-24"	1135	LF	$ 75.25	$ 85,408.75
10	Behan Park (Remove pumps, fencing, force main and misc.) - complete including disposal	1	LS	$ 8,000.00	$ 8,000.00
11	Grout fill and abandon existing drainage pipe (up to 24")	90	LF	$ 750.00	$ 67,500.00
12	Cut / Cap Existing Drainage Pipe (12" - 24")	7	EA	$ 1,000.00	$ 7,000.00
				Subtotal	$ 190,433.75

DRAINAGE, ITEMS 13-46

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
13	Drainage Manhole C-5 w/ USF 580 Ring & Cover	6	EA	$ 18,550.00	$ 111,300.00
14	Drainage Inlet C-5 w/ USF 4155-6210 Frame & Grate	4	EA	$ 18,550.00	$ 74,200.00
15	Drainage Manhole M-4 w/ USF 580 Ring & Cover	0	EA	$ 23,250.00	$ 0.00
16	Drainage Manhole M-5 w/ USF 580 Ring & Cover	0	EA	$ 23,250.00	$ 0.00
17	Drainage Inlet M-5 w/ USF 4155-6210 Frame & Grate	1	EA	$ 23,250.00	$ 23,250.00
18	Drainage Manhole M-6 w/ USF 580 Ring and Cover	0	EA	$ 23,250.00	$ 0.00
19	M-6 Control Structure w/ USF 580 Ring and Cover	1	EA	$ 44,650.00	$ 44,650.00
20	7' x 6' Control Structure w/ (2) USF 580 Ring and Cover	0	EA	$ 52,500.00	$ 0.00

21	5' x 6' Control Stucture w/ USF 1120T	0	EA	$ 51,500.00	$ 0.00
22	7' x 8' Control Structure w/ (2) USF 580 Ring and Cover	1	EA	$ 52,180.00	$ 52,180.00
23	Type M-4 MH Control Structure w/ USF 580 Ring and Cover	0	EA	$ 23,250.00	$ 0.00
24	Type D Inlet W/ USF 6626 Grate	2	EA	$ 17,960.00	$ 35,920.00
25	Type D Inlet W/ USF6626 Grate & Conc Apron	1	EA	$ 17,960.00	$ 17,960.00
26	5'x5.5' Rect. Inlet w/ USF 4155-6210 Frame & Grate	2	EA	$ 13,540.00	$ 27,080.00
27	15'x7' Rect. MH (trash Rach Chamber) w/ (1) USF 1120T Slab Top Ring & Hatch Cover and (1) H-20 Rated Aluminum Hinged Access Cover	1	EA	$ 250,000.00	$ 250,000.00
28	15" Contech A2000 PVC Solid	0	LF	$ 430.00	$ 0.00
29	18" Contech A2000 PVC Solid	0	LF	$ 450.00	$ 0.00
30	24" Contech A2000 PVC Solid	52	LF	$ 460.00	$ 23,920.00
31	30" Contech A2000 PVC Solid	0	LF	$ 520.00	$ 0.00
32	36" Contech A2000 PVC Solid	680	LF	$ 550.00	$ 374,000.00
33	36" Contech A2000 PPVC (8'w x 6'H Exfiltration Trench)	369	LF	$ 850.00	$ 313,650.00
34	36" Contech A2000 PPVC (10'w x 6'H Exfiltration Trench)	517	LF	$ 900.00	$ 465,300.00
35	36" Contech A2000 PPVC (10'w x 5.5'H Exfiltration Trench)	0	LF	$ 750.00	$ 0.00
36	24" Contech A2000 PPVC (10'w x 6'H Exfiltration Trench)	0	LF	$ 730.00	$ 0.00
37	30" Contech A2000 PPVC (8'w x 6'H Exfiltration Trench)	0	LF	$ 740.00	$ 0.00
38	Connect to Existing Drainage	4	EA	$ 5,000.00	$ 20,000.00
39	36" CAP	56	LF	$ 572.00	$ 32,032.00
40	48" RCP	26	LF	$ 840.00	$ 21,840.00
41	30" PRB	0	EA	$ 2,250.00	$ 0.00
42	36" PRB	0	EA	$ 2,350.00	$ 0.00
43	42" PRB	9	EA	$ 2,500.00	$ 22,500.00
44	36" Tideflex Checkvalve (Series TF-1) - Installed complete	1	EA	$ 37,820.00	$ 37,820.00
45	Water Main relocations / adjustments (complete: including all testing,compaction, restoration, sample points)	45	LF	$ 1,995.00	$ 89,775.00
46	Utility Relocations Adjustments	72	LF	$ 846.75	$ 60,966.00
				Subtotal	$ 2,098,343.00

STORM SEWER PUMP STATION & FORCE MAIN SYSTEM, ITEMS 47-50

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
47	Storm Sewer Pump Station (Complete)	1	LS	$ 1,400,000.00	$ 1,400,000.00
48	14" DIP (Class 350) (open cut forcemain)	900	LF	$ 380.00	$ 342,000.00
49	20" DIP (Class 350) (open cut forcemain)	50	LF	$ 750.00	$ 37,500.00
50	Forcemain DIP fittings	1.5	TN	$ 31,500.00	$ 47,250.00
				Subtotal	$ 1,826,750.00

RESTORATION WORK, ITEMS 51

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
51	Seawall Reconstruction (Design Build complete including all permitting)	1	LS	$ 310,000.00	$ 310,000.00
				Subtotal	$ 310,000.00

STRIPING AND SIGNAGE IMPROVEMENTS - ITEM 52

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
52	Pavement Marking and Signage	1	LS	$ 30,000.00	$ 30,000.00
				Subtotal	$ 30,000.00

TREE RESTORATION, ITEMS 53-55

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
53	Tree Removal	10	EA	$ 1,250.00	12,500.00
54	Tree Removal / Replacement	1	EA	$ 11,500.00	11,500.00
55	Tree Protection	20	EA	$ 450.00	9,000.00
				Subtotal	$ 33,000.00

MISCELLANEOUS - ITEM 56

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
56	Construction Contingency	1	LS	$250,000	$250,000
				Subtotal	$250,000
			BID TOTAL (ITEMS 1-56)		$ 5,958,526.75

FIVE MILLION NINE HUNDRED AND FIFTY EIGHT THOUSAND FIVE HUNDRED TWENTY SIX DOLLARS AND SEVENTY FIVE CENTS

(Written Total Dollar Amount)

SECTION 6

TOWN FORMS

BID FORM

i. Bidder agrees to perform all the work described in the contract documents to provide a complete project as shown on the plans and specifications under the following lump sum and/or unit prices.

ii. The owner reserves the right to substitute and/or delete items as necessary to meet the funding budget.

iii. Bids shall not include sales tax and all other applicable taxes and fees.

iv. In the case of a discrepancy between the unit cost and the total, the discrepancy shall favor the owner (lower resulting total cost)

Bid Prices Shall Be Based Pursuant to Specifications and Exhibit A. Contractor Shall Calculate and Provide Quantity Required for Each Line Item.

In accordance with the Town's Invitation to Bid (RFP 24-06) and the specifications contained herein, the undersigned proposes the following Bid prices:

A. SW 25TH STREET STORMWATER IMPROVEMENTS BID TABULATION

Company Name	Foster Marine Contractors, Inc.				
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST ($)
1.	Mobilization	1	LS		
2.	Maintenance of Traffic	1	LS		
3.	Survey Stakeout and As-Builts	1	LS		
4.	Testing	1	LS		
5.	Clearing and Grubbing	1	LS		
6.	Erosion Control / SWPPP	1	LS		
7.	Remove Catch Basins / manholes	8	EA		
8.	Remove 3' Sidewalk	35	SY		
9.	Remove Drainage Pipe 12"-24"	1135	LF		
10.	Behan Park (Remove pumps, fencing, force main and misc.) - complete including disposal	1	LS		
11.	Grout fill and abandon existing drainage pipe (up to 24")	90	LF		
12.	Cut / Cap Existing Drainage Pipe (12" - 24")	7	EA		
13.	Drainage Manhole C-5 w/ USF 580 Ring & Cover	6	EA		
14.	Drainage Inlet C-5 w/ USF 4155-6210 Frame & Grate	4	EA		
15.	Drainage Manhole M-4 w/ USF 580 Ring & Cover	0	EA		
16.	Drainage Manhole M-5 w/ USF 580 Ring & Cover	0	EA		

Per Addendum

Company Name	Foster Marine Contractors, Inc.				
ITEM #	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT COST**	**TOTAL COST ($)**
17.	Drainage Inlet M-5 w/ USF 4155-6210 Frame & Grate	1	EA		
18.	Drainage Manhole M-6 w/ USF 580 Ring and Cover	0	EA		
19.	M-6 Control Structure w/ USF 580 Ring and Cover	1	EA		
20.	7' x 6' Control Structure w/ (2) USF 580 Ring and Cover	0	EA		
21.	5' x 6' Control Structure w/ USF 1120T	0	EA		
22.	7' x 8' Control Structure w/ (2) USF 580 Ring and Cover	1	EA		
23.	Type M-4 MH Control Structure w/ USF 580 Ring and Cover	0	EA		
24.	Type D Inlet W/ USF 6626 Grate	2	EA		
25.	Type D Inlet W/ USF6626 Grate & Conc. Apron	1	EA		
26.	5'x5.5' Rect. Inlet w/ USF 4155-6210 Frame & Grate	2	EA		
27.	15'x7' Rect. MH (trash Rach Chamber) w/ (1) USF 1120T Slab Top Ring & Hatch Cover and (1) H-20 Rated Aluminum Hinged Access Cover	1	EA		
28.	15" Contech A2000 PVC Solid	0	LF		
29.	18" Contech A2000 PVC Solid	0	LF		
30.	24" Contech A2000 PVC Solid	52	LF		
31.	30" Contech A2000 PVC Solid	0	LF		
32.	36" Contech A2000 PVC Solid	680	LF		
33.	36" Contech A2000 PPVC (8'w x 6'H Exfiltration Trench)	369	LF		
34.	36" Contech A2000 PPVC (10'w x 6'H Exfiltration Trench)	517	LF		
35.	36" Contech A2000 PPVC (10'w x 5.5'H Exfiltration Trench)	0	LF		
36.	24" Contech A2000 PPVC (10'w x 6'H Exfiltration Trench)	0	LF		
37.	30" Contech A2000 PPVC (8'w x 6'H Exfiltration Trench)	0	LF		
38.	Connect to Existing Drainage	4	EA		
39.	36" CAP	56	LF		
40.	48" RCP	26	LF		
41.	30" PRB	0	EA		

Per Addendum

Company Name	Foster Marine Contractors, Inc.				
ITEM #	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT COST**	**TOTAL COST ($)**
42.	36" PRB	0	EA		
43.	42" PRB	9	EA		
44.	36" Tideflex Checkvalve (Series TF-1) - Installed complete	1	LF		
45.	Water Main relocations / adjustments (complete: including all testing, compaction, restoration, sample points)	45	LF		
46.	Utility Relocations Adjustments	72	LF		
47.	Storm Sewer Pump Station (Complete)	1	LS		
48.	14" DIP (Class 350) (open cut forcemain)	900	LF		
49.	20" DIP (Class 350) (open cut forcemain)	50	LF		
50.	Forcemain DIP fittings	1.5	TN		
51.	Seawall Reconstruction (Design Build complete including all permitting)	1	LS		
52.	Pavement Marking and Signage	1	LS		
53.	Construction Contingency	1	LS	$250,000	$250,000
54.	**TOTAL**			$	

Per Addendum

Authorized Signatory:

(Signature)

Executed by:

(Type or Print Name) Michael Czajkowski

Title: **President**

QUESTIONNAIRE

Foster Marine Contractors, Inc.

Submitted by (*Company Name*):

Corporation

Corporation Partnership Individual Joint Venture

n/a

Other Describe:

3180 Fairlane Farms Road, Suite 1, Wellington, Florida 33414

Office Location:

Approximately 30

Number of people in your organization:

60 years

Length of time the Contractor has been doing business under this name in Florida: Years

None

Under what other name(s) has your firm operated:

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES *(attach a detailed explanation)* NO

See Corporation Documents - Attachment "D"

BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, RFP 22-06, SW 32nd Street Asphalt Replacement for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached RFP.

The undersigned gives permission for Pembroke Park to contact business references provided in this Bid, and any others for whom the undersigned has performed work.

The undersigned further states that this Bid is made in good faith and is not founded on, or in consequence of, any collusion, anti-competitive agreement, or other type of anti-competitive activities between themselves and any other interested party, in restraint of free competition.

Bidder Business Name: Foster Marine Contractors, Inc.

Authorized Representative Signature:

Foster Marine Contractors, Inc. CORPORATE SEAL 1964 Florida

Authorized Representative Name (Print): Michael Czajkowski

Authorized Representative Title (Print): President

Address: 3180 Fairlane Farms Road, Suite 1, Wellington, Florida 33414

Date: 3/17/2025 Phone: 561-683-0034 Fax: 561-683-0335

Email Address: mike@foster-marine.net

Key Staff Member(s) Will Assign to Project: See Key Personnel & Resumes - Attachment "G"

VENDOR/BIDDER DISCLOSURE

I, Michael Czajkowski, being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Foster Marine Contractors, Inc.

Address: 3180 Fairlane Farms Road, Suite 1

Wellington, Florida 33414

FEIN: 59-1054370

State and date of incorporation Florida, 7/2/1964

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
Michael Czajkowski	3180 Fairlane Farms Road, Suite 1	40%
	Wellington, Florida 33414	
Mary Jane Czajkowski	3180 Fairlane Farms Road, Suite 1	60%
	Wellington, Florida 33414	

The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest Town of Pembroke Park in the contract or business transaction with TOWN are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
None		

STATE OF FLORIDA)
)
COUNTY OF Palm Beach)

By: _____ Date: 3/17/2025
Signature of Affiant

Foster Marine Contractors, Inc. CORPORATE SEAL 1964 Florida

Michael Czajkowski
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 17th day of

March 20 25, by Michael Czajkowski, he/she is personally known

to me or has presented n/a as identification.

Notary Public, State of Florida at Large

Jodi Feliu
Print or Stamp of Notary:

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

SUBCONTRACTORS

The Bidder shall list all Subcontractors to be used on this project, if awarded the Contract for this project in the form below.

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.	MOT	Acme Barricades	4601 Oakes Road Davie, FL 33314
2.	Concrete work	Pathway Enterprises, Inc.	6797 Augusta Court West Palm Beach, FL 33412
3.	Asphalt work	Rapid Milling & Paving, LLC	2240 NW 22nd Street Pompano Beach, FL 33069
4.	Survey & As-Builts	Compass Point Surveyors, PL	3350 NW 22nd Terrace, #1200 Pompano Beach, FL 33069
5.	Striping/Pavement Markings	Fine-Line Striping, Inc.	4915 Georgia Avenue West Palm Beach, FL 33405

Please note that we are providing the Subcontractors above in order to comply with the requirements of this RFP. This list is subject to change based on many factors, including Subcontractors' availability.

DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES
ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1 (3/7/2025)

Addendum No _____

Addendum No. _____

Addendum No. _____

Foster Marine Contractors, Inc. CORPORATE SEAL 1964 Florida

Authorized Representative (Signature) Date 3/17/2025

Michael Czajkowski, President

Authorized Representative/Title
(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name: Foster Marine Contractors, Inc.

1. Company: Town of Lake Park

Street Address: 535 Park Avenue

City, State & Zip: Lake Park, Florida 33403

Contact Person Name: John Wille Title: Capital Projects

Phone: 561-881-3345, Ext. 647 Email: jwille@lakeparkflorida.gov

Describe Scope of Work and dates of project/service: 1/5/2021 - 2/21/2022. Installation of new stormwater pump station; 20 stormwater manholes; Type C & E curb inlets; 5,000' of RCP stormwater drainage pipe; 4,000' of water main; 500' of sewer main; 24" & 36" Wapro WASTOP inline check valves; 60,000 SF of sidewalk & driveway; 10,000 SY of asphalt milling & overlay; and, restoration.

2. Company: Town of Jupiter

Street Address: 17403 Central Boulevard

City, State & Zip: Jupiter, Florida 33458

Contact Person Name: Amanda Barnes, P.E. Title: Director of Utilities

Phone: 561-741-2537 Email: amandab@jupiter.fl.us

Describe Scope of Work and dates of project/service: 10/14/2021 - 3/29/2023. Installation of new stormwater pump station; effluent structure; jellyfish filtration structure; 11 stormwater manholes; 1,500' of RCP stormwater drainage pipe, including jack and bore under railroad; 36" Wapro WASTOP inline check valves; curb, sidewalks, & driveways; asphalt milling & overlay; and, restoration.

3. Company: Town of Lake Park

Street Address: 535 Park Avenue

City, State & Zip: Lake Park, Florida 33403

Contact Person Name: John Wille Title: Capital Projects

Phone: 561-881-3345, Ext. 647 Email: jwille@lakeparkflorida.gov

Describe Scope of Work and dates of project/service: 7/15/2024 - Present. Installation of 1,500' of two (2) parallel 60" HPPP stormwater drainage pipes from existing culvert to seawall outfall; 10 precast concrete stormwater structures; 1,200' of PVC sanitary force main; removal of existing concrete bridge and 72" CAP stormwater pipe; curb, sidewalk; asphalt; and, restoration.

See Additional References & Completed Projects - Attachment "C"

SCRUTINIZED COMPANIES

CERTIFICATION REGARDING SCRUTINIZED COMPANIES. The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of $1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of $1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Acknowledged By:

Foster Marine Contractors, Inc.

Firm Name:

Michael Czajkowski — President

Printed Name: — Title:

Foster Marine Contractors, Inc. CORPORATE SEAL 1964 Florida

3/17/2025

Signature: — Date:

PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged By:

Foster Marine Contractors, Inc.

Firm Name:

Michael Czajkowski — President

Printed Name: — Title:

Foster Marine Contractors, Inc. CORPORATE SEAL 1964 Florida

3/17/2025

Signature: — Date:

CONFLICT OF INTEREST DISCLOSURE

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid, the name of any officer, director, or agent who is also an employee or relative of an employee of the Town of Pembroke Park ("TOWN").

Furthermore, all Bidders must disclose the name of any TOWN employee or relative(s) of a TOWN employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give TOWN the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any TOWN duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation, if necessary:

☑ To the best of our knowledge, the undersigned Contractor has no potential conflict of interest as defined in Chapter 112, Florida Statutes.

☐ The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this RFP.

Acknowledged By:

Foster Marine Contractors, Inc.

Firm Name:

Michael Czajkowski — President

Printed Name: — Title:

Foster Marine Contractors, Inc. CORPORATE SEAL 1964 Florida

3/17/2025

Signature: — Date:

PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I Michael Czajkowski certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

The Town reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: Foster Marine Contractors, Inc.

Authorized Representative (Signature)

3/17/2025
Date

Michael Czajkowski, President
Authorized Representative/Title
(Print or Type)

Foster Marine Contractors, Inc. CORPORATE SEAL 1964 Florida

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Michael Czajkowski, President

Date 3/17/2025

Foster Marine Contractors, Inc. CORPORATE SEAL 1964 Florida

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Foster Marine Contractors, Inc.
3180 Fairlane Farms Rd., Ste. 1
Wellington, FL 33414

SURETY:
(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Town of Pembroke Park, Town Clerk
3150 SW 52nd Avenue, Pembroke Park, Florida 33023

BOND AMOUNT: Five Percent of the Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)

Request for Proposal RFP 25-01R for SW 25th Street Stormwater
SW 25th Street, Pembroke Park, Florida 33023

Project Number, if any: RFP 25-01R

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of March, 2025.

Jodi Sellers	Foster Marine Contractors, Inc.
(Witness)	*(Principal)* *(Seal)*
	President
	(Title)
Kanani Cordero	Berkley Insurance Company
(Witness)	*(Surety)* *(Seal)*
Kanani Cordero	Brett A. Ragland
	(Title) Brett A. Ragland, Attorney in Fact

Foster Marine Contractors, Inc. CORPORATE SEAL 1964 Florida

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved.

Init.

/

No. BI-10099e

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; Kanani H. Cordero; or Tyler Ragland of Joseph D. Johnson & Company of Orlando, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of March, 2020.

Attest:

(Seal)

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of March, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 17th day of March, 2025.

(Seal)

_____
Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600

RFP 25-01R

SW 25TH ST STORMWATER IMPROVEMENT

ADDENDUM NO. 1
ISSUED: March 7, 2025

This addendum is issued to include the addendums from the initial RFP.

Cynthia Garcia-Lima
Town Clerk

Company Name: Foster Marine Contractors, Inc.
(please print)

Bidder's Signature: _____
Michael Czajkowski, President

Date: 3/17/2025

Foster Marine Contractors, Inc. CORPORATE SEAL 1964 Florida

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

Attachment "A"

Licenses & Certifications

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FELIU, JODI MARIE

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON FL 33414

LICENSE NUMBER: CGC1534961

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

This Certifies that

MICHAEL CZAJKOWSKI

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 07/30/2025 **Certificate #** 64690

Instructor: Jasper Masciocchi **FDOT Provider #** 36

T2 Centers University of Florida
Phone: 352-273-1670
2100 NE Waldo Road
Gainesville, FL 32609
techtransfer.ce.ufl.edu
j.masciocchi@ufl.edu

University of Florida Transportation Institute
Florida Transportation Technology Transfer (T2) Center
UNIVERSITY *of* FLORIDA

Certificate of Completion

MICHAEL CZAJKOWSKI

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

07/30/2025	36	Jasper Masciocchi	64690
Date Expires	FDOT Provider #	Instructor	Certificate #

UF University of Florida Transportation Institute
Florida Transportation Technology Transfer (T2) Center
UNIVERSITY of FLORIDA

T2 Centers University of Florida
2100 NE Waldo Road
Gainesville, FL 32609
techtransfer.ce.ufl.edu
j.masciocchi@ufl.edu

FDOT

For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com



Certificate of Completion

360training.com™

This Certifies That

Jodi Feliu

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

Credit Hours: 30.00

Completion Date: 01/10/2018

Matthew Luman, Trainer C 0105487 and G 000079198

"As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class."

6801 N Capital of Texas Hwy, Suite 150 ♦ Austin, TX 78731 ♦ 877.881.2235 ♦ www.360training.com



Certificate of Completion

This is to certify that

Jodi Feliu

has completed

GHS and OSHA Hazardous Communication

Completion Date 01/16/2018

Course Duration 1.0

Certificate # 000013154931

360training.com

360training.com ♦ 6801 N Capital of Texas Hwy Suite 150 ♦ Austin, TX 78731 ♦ 877.881.2235 ♦ www.360training.com

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nunez
Lt. Governor

Noah Valenstein
Secretary

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let us know if there are any errors in the certificate or card, or in the grading of your exam. You can contact us at admin@fsesci.com, or at the Training Program's website: www.FSESCI.com.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM

JC Solomon

CLASS DATE	INSPECTOR #
09/27/2021	48507

QUALIFIED STORMWATER MANAGEMENT INSPECTOR CURRENTLY DOES NOT EXPIRE

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

JC Solomon

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

09/27/2021

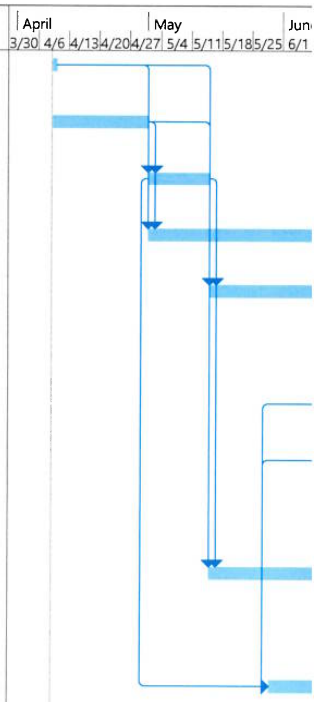
Inspector Number 48507

Jared Searcy
Statewide Training
Coordinator

Kevin Coyne
WQRP Program
Administrator

TOWN OF PEMBROKE PARK SW 25TH

ID	Task Name	Duration	Predecessors	Start	Finish
1	Notice to Proceed (NTP)	1 day		Wed 4/9/25	Wed 4/9/25
2	Permitting & Utility Coordination	16 days		Wed 4/9/25	Wed 4/30/25
3	Mobilization & Exploratory Work	10 days	1,2	Thu 5/1/25	Wed 5/14/25
4	Seawall Design & Permitting	35 days	2,1	Thu 5/1/25	Wed 6/18/25
5	Wetwell Installation (Pump Station)	40 days	2,3	Thu 5/15/25	Wed 7/9/25
6	Force Main Installation	35 days	5	Thu 7/10/25	Wed 8/27/25
7	Temporary Drainage Measures	90 days	12SS+10 days	Thu 6/12/25	Wed 10/15/25
8	Progressive Drainage System Demolition	100 days	12SS+15 days	Thu 6/19/25	Wed 11/5/25
9	Progressive Drainage System Installation	130 days	6SS+2 days	Mon 7/14/25	Fri 1/9/26
10	Utility Relocation & Adjustments	20 days	1,3	Thu 5/15/25	Wed 6/11/25
11	Concrete (Curbs, Gutters, Driveways)	45 days	8,4	Thu 11/6/25	Wed 1/7/26
12	Seawall Construction	60 days	3SS+20 days	Thu 5/29/25	Wed 8/20/25
13	Final Milling, Resurfacing & Striping	15 days	9	Mon 1/12/26	Fri 1/30/26
14	As-Built Drawings & Closeout Documents	10 days	13	Mon 2/2/26	Fri 2/13/26
15	Substantial Completion Inspection	1 day	13	Mon 2/2/26	Mon 2/2/26
16	Punch List & Final Completion	30 days	15	Tue 2/3/26	Mon 3/16/26



PRELIMINARY SCHEDULE ESTIMATE

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

Attachment "B"

Proposed Schedule

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

Attachment "C"

Completed Projects & References

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0054 PHONE | 561-793-0335 FAX

Previous Experience/Major Completed Projects
2015 - 2025

(Current Project with Estimated Completion Dates)

Job #	Job Name	Municipality/Customer	Job Description	NTP Date	Substantial Completion Date	Final Completion Date	Original Contract Amount	Net Change Order Amount	Change Order Reason(s)	Final Contract Amount	Contact Person	Address	Phone	Email	(P) Prime or (S) Sub	PM
14-113	Bay Colony Improvements	Groundstone, Inc. 1000 Bay Colony Dr. S Juno Beach, FL 33408	This project consisted of manhole rehabilitation for existing manholes upstream from lift station WW which included Calcium Aluminate Cementitious wall, bench, and chimney, infiltration repairs, manhole clean and prep, other miscellaneous work, and all associated appurtenances.	10/31/2015	12/30/2015	1/30/2016	$133,843.00	$0.00	N/A	$133,843.00	Ed Hendry/ Groundstone, Inc.	Groundstone Inc. 1000 Bay Colony Dr. South Juno Beach, FL 33408	561-781-0070	hendry@groundstone.net	P	Howard Wight
14-115	Imperial Woods Water Main	Town of Jupiter 17405 Central Blvd. Jupiter, FL 33458	Installation of approximately 5,200 LF of 4"-6" Watermains with associated wellpointing, services, valves & hydrants, restoration, water main deflections, and drainage replacement.	9/15/2014	1/15/2015	2/15/2015	$451,282.50	$0.00	N/A	$451,282.50	Steve Montemayor	Town of Jupiter 17405 Central Blvd. Jupiter, FL 33458	561-741-2710	stevenm@jupiter.fl.us	P	Howard Wight
14-118	10th Avenue N Phases 4 & 5	City of Greenacres Terry Siegall 5800 Melaleuca Lane Greenacres, FL 33463	Extension of gravity sewer from Martin Ave to Fleming Ave along 10th Ave N and extended 300 feet north and south of 10th Ave N within Martin Ave and Perry Ave. Included connecting two existing water mains by crossing 10th Ave N and overlay of pavement within Perry Ave along with other incidental work, and all associated appurtenances.	8/29/2014	6/29/2015	7/29/2015	$855,645.00	$8,802.62	Utility delays, additional line stops	$864,447.62	Leonard Gamble/ Craven Thompson & Associates, Inc.	5563 NW 53rd Street Fort Lauderdale, FL 33309	954-739-6400	sgamble@craventhompson.com	P	Kevin Schwiderson
15-108	Clint Moore RD & Military Trail Drainage Improvements	PBC Public Works Const. Coordination Division 2300 N. Jog Road West Palm Beach, FL 33411	This Project consisted of drainage improvements to Clint Moore Road and Military Trail, which included utility work and roadway work and all associated appurtenances.	7/26/2015	10/24/2015	11/24/2015	$339,217.00	$0.00	N/A	$339,217.00	John Kopelakis	Palm Beach County Public Works Construction Coord. Div. 2300 N. Jog Road West Palm Beach, FL 33411	561-684-4173	JKopelak@pbcgov.org	P	Howard Wight
15-111	Drainage Replacement -Palm Beach Outlet Mall	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	This Project consisted of drainage improvements which included utility work and roadway work and all associated appurtenances.	6/5/2015	7/31/2015	8/31/2015	$477,150.00	$33,620.25	Additional Curb work	$510,770.25	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	ll@wpb.org	P	Howard Wight
15-115	Bradley Place Water Main	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	This Project consisted of removal/replacement of 600' of 12" water main on Bradley Place from Atlantic Ave to Wells Road, surface restoration after WM clearance	11/15/2014	7/15/2015	8/15/2015	$574,000.00	$3,000.00	Contingency/Clos e out	$571,000.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	ll@wpb.org	P	Howard Wight
15-116	River Oaks Sanitary Sewer System	Loxahatchee River ECD 2500 Jupiter Park Drive Jupiter, FL 33458	This project consisted of the installation of approximately 4,720 LF of 8-inch sanitary sewer, manholes, service lateral/clean-outs, approximately 1200 LF of 3-inch force main and one submersible lift station. Constuction also included dewatering, roadway reconstruction, resurfacing, MOT's, and all associated appurtenances.	8/1/2015	3/1/2016	4/1/2016	$1,548,615.00	$0.00	N/A	$1,548,615.00	Aaron Cutler/ Mathews Consulting C/O LRECD	477 S. Rosemary Ave., Suite 330 West Palm Beach, FL 33401	561-655-6175	acutler@mathewsconsulting.com	P	Kevin Schwiderson
15-201	Lift Station # 22 Renovation	City of Margate 901 NW 66th Avenue Margate, FL 33063	This Project consisted of LS #22 renovation, including demolition of existing, MOT, Precast concrete manholes and valve vault installation, sidewalk and curb work, 10' diameter precast wetwell, jack and bore,8" and 12" gravity sewer, forcemain, water service connection, dewatering, by-pass pumping, and all associated appurtenances.	10/9/2015	6/13/2016	7/13/2016	$597,675.00	$25,000.00	Jack and Bore Extra	$622,675.00	Reddy Chitepu, P.E.	901 NW 66th Avenue Margate, FL 33063	954-972-0828	rchitepu@margatefl.com	P	Kevin Schwiderson

16-105	NE 2nd Avenue Seacrest Beautification Project	City of Delray Beach 100 NW 1st Avenue Delray Beach, FL 33444	This was a beautification project in response to requests of Del-Ida Park Neighborhood to provide more aesthetically pleasing streetscape while addressing pedestrian/bicycle safety concerns along a main corridor leading directly into downtown Delray Beach.	3/29/2016	9/31/2016	10/31/2016	$1,862,741.95	$244,483.90	Extra City work	$1,618,258.05	David Romano/R J Behar C/O Delray Beach	6861 SW 196th Ave., Suite 302 Pembroke Pines, FL 33332	954-680-7771	dromano@rjbehar.com	P	Kevin Schwiderson
16-117	Miramar Way Improvements	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	This project consisted of the construction of roadway and utility improvements to include sanitary, signing and marking, stormwater facilities, water mains, and all associated appurtenances.	7/1/2016	11/1/2016	12/1/2016	$567,502.50	$31,621.77	Addl Line Stops	$599,124.27	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1040	lle@wpb.org	P	Howard Wight
16-129	Deerfield Publix Distribution Center Sanitary Structure Rehabilitation	Icon Construction 12350 Wiles Road Coral Springs, FL 33076	This project consisted of completing turnkey structural repairs; and rehabilitation of the interior surfaces with Calcium Aluminate Cementitious mix for the Lift Station and for the Septic Tanks.	11/28/2016	12/8/2016	1/30/2017	$327,250.00	$10,964.50	Extra valves, pump brackets	$338,214.50	Michael Sciafani	Icon Construction 2350 Wiles Road Coral Springs, FL 33076	954-240-5040	Mike@iconconstructors.com	S	Howard Wight
17-102	SE 2nd Street Improvements	City of Delray Beach 100 NW 1st Avenue Delray Beach, FL 33444	This project consisted of constructing a new pavement section, milling/resurfacing, curbing, parking spaces, concrete driveways, concrete sidewalk, drainage piping, inlets, manholes, swale grading, landscaping irrigation, pavement marking/signing and lighting, for the City of Delray Beach.	2/7/2017	10/7/2017	11/7/2017	$1,664,596.00	$260,645.40	Contract Closeout	$1,403,742.10	Begona Krane	434 Swinton Avenue Delray Beach, FL 33444	561-243-7000 *4115	krane@mydelraybeach.com	P	Kevin Schwiderson
17-111	Sunflower Townhomes Water Main Improvements	City of Boca Raton Utility Services Dept. 1401 Glades Road Boca Raton, FL 33431	This project consisted of removal and replacement of existing water main, 2" water services, meters, fire hydrants, milling and resurfacing existing asphalt, striping, reconstruction of affected pavement, curbs and sidewalk, site restoration, and all associated appurtenances.	6/30/2017	12/30/2017	1/30/2018	$825,844.75	$25,287.50	Vertical Conflict Deflection	$849,132.25	Lauren Burack Utility Services CIP Manager	1401 Glades Road Boca Raton, FL 33431	561-338-7329	lburack@myboca.us	P	Howard Wight
17-114	AC WATER MAIN AND UNDERSIZED WATER MAIN REPLACEMENT, PHASE 3	Immokalee Water & Sewer District 1020 Sanitation Road Immokalee, FL 34142	Installation of approx. 420 LF of 6" PVC, 860 LF of 8" PVC, 5,085 LF of 10" PVC, 320 LF of 12" PVC WM; 193 LF of 10" DIP WM; 1,080 LF of 8" HDPE, 1,785 LF of 10" HDPE, 5,260 LF of 12" HDPE, 220 LF of 14" HDPE WM; removal of approx. 67 tons of existing asbestos concrete WM; hydrants, valves, and appurtenances.	5/1/2017	6/30/2018	7/20/2018	$3,072,616.00	$219,343.50	Extra pipe, sitework, redesign	$3,291,959.50	Eva Deyo	1020 Sanitation Road Immokalee, FL 34142	239-658-3630	swadeyo@hw-sd.com	P	Kevin Schwiderson
17-116	Lift Station #34	Seacoast Utility Authority 4200 Hood Road, Palm Beach Gardens, Florida 33410	Construction, testing and restoration associated with addition of new LS, including all pumps, piping, wet well, accessories, gravity sewer mains, manholes, force mains, concrete work, fencing, electrical and instrumentation work, conversion of existing LS to new manhole, removal of pumps, gravity sewer mains and electrical equipment.	9/1/2017	7/20/2018	8/19/2018	$643,000.00	$2,125.00	Landscape allowance deductive CO	$640,875.00	Brandon Selle	4200 Hood Road Palm Beach Gardens, FL 33410	561-627-2900	bselle@scua.com	P	Howard Wight
17-122	Offsite Force Main Extension-Dania Pointe	Hoar Construction	This project consisted of development of a mixed-use site which included off site force main, sitework, earthwork, paving and utilities and all associated appurtenances.	4/28/2017	5/30/2019	6/30/2019	$1,172,235.00	$44,454.38	Extra Sitework	$1,216,689.38	Steven Stone Senior Pre-Construction Manager	111 N Orange Ave., Suite 1150 Orlando, FL 32801	321-201-8704	sstone@hoar.com	P	Kevin Schwiderson
18-101	JB'S RANCH WATER & SEWER INSTALLATION	PB Habilitation Center 4522 S Congress Avenue Palm Springs, FL 33461	Install MOPS Lift Station, 2200' of piping, Connect on-site Sanitary Sewer Service and all associated appurtenances.	1/30/2019	8/24/2019	9/24/2019	$491,513.40	$0.00	N/A	$491,513.40	Joe Lammert PB County WUD	8100 Forest Hill Blvd. West Palm Beach, FL 33413	561-493-6093	JLammert@pbcwater.com	P	Howard Wight
18-103	Neighborhood Rd District 2 Utility Improve	City of Lake Worth 7 North Dixie Hwy. Lake Worth, FL 33460	This project consisted of the construction of roadway improvements, installation of 1600' of piping, sidewalks, signing and marking, stormwater facilities, water mains, and all associated appurtenances for the City of Lake Worth.	4/16/2018	10/30/2018	11/30/2018	$1,997,733.60	($95,640.03)	Fire Hydrants, extra milling from contingency balance	$1,902,093.57	Richard Hasko	City of Lake Worth 7 North Dixie Hwy. Lake Worth, FL 33460	561-586-1686	rhasko@lakeworthbeachfl.gov	P	Howard Wight
18-112	WO#16 & 20 - Gregory Road/Gregory Place Stormwater Improvements	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	This project consisted of roadway and drainage improvements, MOT, demolition, drainage installation, and roadway/paving/asphalt work/installation	11/1/2018	2/20/2019	3/15/2019	$578,000.00	$18,300.00	Additional Roadwork added by City on Gregory Place	$596,300.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight

18-116	Boynton Town Center (Haskell)	The Haskell Company 111 Riverside Ave. Jacksonville, FL 32202	Provide all associated appurtenances for the installation of a lift station, 7047' of piping and other components for Boynton Beach Town Square.	5/1/2017	11/30/2018	12/30/2018	$2,882,800.00	$228,112.00	Revised scope	$3,110,912.00	Chris Ware	208 NE 1st Street Boynton Beach, FL 33435	904-545-8311	chris.ware@haskell.com	S	Kevin Schwiderson
18-119	WO#18 - Ware Street Aerial Crossing	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Remove and replace existing 4" Force Main Aerial Crossing of Canal at Ware Drive, including bypass of existing Force Main during construction	1/1/2019	1/30/2019	2/10/2019	$109,400.00	($42,400.00)	N/A	$67,000.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	ltc@wpb.org	P	Howard Wight
18-120	WO#19 - Henrietta Water Main Replacement	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation of 1,000' of new 8" DIP and new Water Services to existing meters; abandoning existing 6" AC main and associated restoration	1/1/2019	3/15/2019	4/1/2019	$285,500.00	($1,000.00)	N/A	$284,500.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	ltc@wpb.org	P	Howard Wight
19-101	WO #22 Olive Avenue	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	This project consisted of relocating all existing conduits and light poles in conflict with present work, restrain WM at all joints during underground work, extend casing 1' beyond the conflict structure and to include spacers, replace the existing 18" CMP (storm drain) to RCP at station 12+58.01.	9/26/2019	4/31/2019	5/31/2019	$295,295.92	$0.00	N/A	$295,295.92	Vladimir Jeannot	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1107	vjeannot@wpb.org	P	Howard Wight
19-102	Bluff's Service Valve Replacement Program (W1815)	Town of Jupiter 17403 Central Blvd, Jupiter, FL 33458	Provide all necessary components and appurtenances to remove and replace 119 two inch (2") gate valves and service valves.	5/21/2019	8/18/2019	9/17/2019	$554,910.00	$33,390.00	Additional Valves added by Town	$588,300.00	Steve Montemayor	Town of Jupiter 17403 Central Blvd Jupiter, FL 33458	561-741-2710	stevenm@jupiter.fl.us	P	Howard Wight
19-104	Hacker Medical Building	Ironwood Construction Services LLC	Provide sitework, water, and sewer work and all associated appurtenances.	5/1/2019	5/1/2019	6/1/2019	$42,800.00	($3,000.00)	N/A	$39,800.00	Cary Glickstein	230 George Bush Blvd. Delray Beach, FL 33483	561-279-8952	cg@ironwoodproperties.com	S	Howard Wight
19-105	Neighborhood Rd-D3 Y3 Outfall Project	City of Lake Worth 301 College Street Lake Worth, FL 33461	F & I approx (125 LF) of 24" reinforced concrete pipe (RCP); reline approx (200 LF) of 54" RCP in the easement running east from 18th Avenue North to the Lake Worth Lagoon; installation of precast baffle box & inline check valve & construction of a new seawall while keeping the existing drainage system in service.	5/31/2018	11/15/2018	11/30/2018	$1,221,132.50	$0.00	N/A	$1,221,132.50	Richard Hasko	City of Lake Worth 301 College Street, Lake Worth, FL 33461	561-586-1710	rhasko@LakeWorth.org	P	Howard Wight
19-106	Lake Mangonia 42" Force Main Aerial Crossing	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Provide all labor, equipment, and materials for construction of a new 250 LF 42" force main aerial crossing over canal connecting Lake Mangonia and Clear Lake, including removal of existing 42" PCCP force main aerial crossing.	2/20/2020	6/22/2021	8/6/2021	$3,626,620.00	$68,661.94	Various Additional Items Requested by City	$3,695,281.94	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	ltc@wpb.org	P	Howard Wight
19-107	WO # 23 Henrietta Water Main-PH 2	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation of new 1" polypipe service from new water meter to existing House Service Point. Relocate water source from existing City meter source at rear property line to new source at front Property Line, abandon existing rear meter in place after connection; and, cut/cap main in rear alley.	4/1/2019	6/30/2019	6/30/2019	$286,300.00	$13,700.00	Additional Services and Restoration	$300,000.00	Jay Kwag	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1041	hkwag@wpb.org	P	Howard Wight
19-108	Avia Road Water Main	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation of 500' of new water main, installation of new services, relocation of existing meters from rear yard to front; abandonment of existing 2" galvanized pipe in rear property easement; and, associated restoration.	10/1/2019	12/31/2019	1/18/2020	$418,600.00	($61,200.00)	N/A	$357,400.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	ltc@wpb.org	P	Howard Wight
19-110	WO#26 - Public Works Complex Drainage	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation of 5,000' of new Storm Drainage at Public Works Complex for new Parking Area.	6/1/2019	7/1/2019	9/1/2019	$269,000.00	$0.00	N/A	$269,000.00	Vladimir Jeannot	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	vjeannot@wpb.org	P	Howard Wight

19-111	WO#24 - Currie Park Marine Police Water Line	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Installation by directional drill of 600' of new 2" water main to new Police Dock at Intracoastal.	10/1/2019	10/30/2019	10/30/2019	$57,000.00	($8,900.00)	N/A	$48,100.00	Suzanne Berglund	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1075	sberglund@wpb.org	P	Howard Wight
19-112	WO#25 - FPU 6" Cut and Cap	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Cut/Cap and Abandon existing 6" water main crossing Florida Public Utilities property, associated MOT and Pavement Restoration.	10/1/2019	11/1/2019	11/19/2019	$41,000.00	($14,000.00)	N/A	$27,000.00	Laura Le, PE	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	lle@wpb.org	P	Howard Wight
19-113	WO#27 - Fire Station #9	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Clearing, Grading, and Site Utilities for new Fire Station 9.	10/1/2019	11/1/2019	1/15/2020	$294,800.00	($18,000.00)	N/A	$276,000.00	Kevin Volbrecht	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1091	kvolbrecht@wpb.org	P	Howard Wight
19-114	Grandview Heights	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Roadway and Utility improvements for Grandview Heights, including Demolition, MOT, Water Main installation, Concrete Curbs and Sidewalks, and complete Roadway Restoration.	1/1/2020	7/15/2020	8/31/2020	$1,176,800.00	($167,000.00)	N/A	$1,009,000.00	Cristine Perdomo	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-632-2148	cperdomo@wpb.org	P	Howard Wight
19-201	Wellington Lift Stations 5, 39, 41, 44, 74, & 85	Village of Wellington 12133 Ken Adams Way Wellington, FL 33414	Complete Rehabilitation of (6) Existing Lift Stations including demolition, Wet Well/Valve vault installation, Piping, Electrical, Restoration, Bypass Pumping, and MOT.	5/1/2019	3/1/2020	4/1/2020	$2,373,600.00	($516,000.00)	N/A	$1,857,600.00	Anjuli Panse, PE	Village of Wellington 12133 Ken Adams Way Wellington, FL 33414	561-791-4145	apanse@wellingtonfl.gov	P	Kevin Schwiderson
19-202	Lift Station Rehabilitation for Fountainview, Mediterranean, and Woodlands	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	Rehabilitation of three (3) lift stations, demolition, new pumps, piping, valves, coatings, control panels, electrical work, and restoration.	2/1/2021	11/30/2021	12/31/2021	$1,050,427.00	($63,570.00)	Reduced Scope	$986,857.00	Paul Ward	Utilities Superintendent Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	561-965-6508	pward@vpsfl.org	P	Kevin Schwiderson
20-101	Fort Lauderdale Ph II Las Olas Force Main Replacement	Murphy Pipeline Contractors, Inc. 5400 S University Dr., #301 Davie, FL 33328	Installation of 16" HDPE and 10" DR-11 pipe via open cut; connections, plug valves, ARV structures, and all restoration needed to obtain final completion.	5/2/2020	8/1/2020	9/1/2020	$419,900.00	$77,129.81	N/A	$497,029.81	Ed Steele	Murphy Pipeline Contractors, Inc. 5400 S University Dr., #301 Davie, FL 33328	954-842-4771	eds@murphypipelines.com	S	Howard Wight
20-102	State Road A1A Water Main Project, Phase 2	Town of Gulf Stream 100 Sea Road Gulf Stream, FL 33483	Installation of approximately 3,500 LF of Water Main (8") in the southbound lane of A1A, including all services, line stops, maintaining traffic, and restoring pavement per DOT specification.	5/26/2020	11/22/2020	2/5/2021	$1,948,548.00	$0.00	Reconcile Quantities	$1,892,450.73	Greg Duhham	Town of Gulf Stream 100 Sea Road Gulf Stream, FL 33483	561-276-5116	gdunham@gulf-stream.org	P	Howard Wight
20-104	John Prince Park Ph 3 Campground	Rosso Site Development 1302 South J Street Lake Worth, FL 33460	Furnish & install water/sewer improvements at campground. Water: 3,900 LF of PVC WM (4" & 8"), 105 services, hydrants, and valves. Sewer: MOPS Pump Station, concrete slab, 1,100 LF of 8" PVC SDR-26 main, 9 manholes, 104 services, and abandonment of existing septic tank.	5/26/2020	10/26/2020	11/26/2020	$698,021.70	$23,824.00	Additional campsites added by Parks Dept.	$721,845.70	Blair Simpson	Rosso Site Development 1302 South J Street Lake Worth, FL 33460	561-689-0889	bsimpson@rossositedevelopment.com	S	JC Solomon
20-106	Reclaimed Water Delivery Controls at Seminole Improvement District M2 Canal	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	Furnishing all materials, labor, and equipment necessary to provide reclaimed water delivery control at the SID M2 Canal; including addition of an automatic CLA-VAL style pressure sustaining valve, electrical and instrumentational modifications, and restoration.	2/8/2021	5/18/2021	6/21/2021	$249,700.00	$10,942.01	N/A	$254,642.01	Henry Melendez, PE	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	561-493-6000	hmelendez@pbcwater.com	P	Kevin Schwiderson
20-110	Lake Shore Drive Drainage Improvements	Town of Lake Park 535 Park Avenue Lake Park, FL 33403	Installation of approximately 5,000 LF of stormwater RCP, 4,000 LF of water main, 500 LF sewer, stormwater pump station, 60,000 SF concrete sidewalk/driveway, 10,000 SY asphalt paving, 6,500 LF street lighting.	1/25/2021	2/21/2022	3/21/2022	$5,471,954.00	$13,819.41	Various Additional Items Requested by Town	$5,485,873.41	John D'Agostino	Town Manager 535 Park Avenue Lake Park, FL 33403	561-881-3304	jdagostino@lakeparkflorida.gov	P	Howard Wight

20-200	Lift Station 48 Rehabilitation	City of Cooper City 9090 SW 50th Place Cooper City, FL 33328	Complete Rehabilitation of Existing Lift Station, including Demolition, Wet Well/Valve vault installation, Piping, Pumps, and Electrical; abandonment of existing force main; directional drill installation of new sanitary sewer and force main; services; asphalt/concrete work and restoration; and, MOT.	10/19/2020	2/16/2021	3/16/2021	$389,000.00	($8,005.80)	City reduction in scope of work	$381,690.20	Mike Bailey, PE	City of Cooper City 9090 SW 50th Place Cooper City, FL 33328	954-434-5519	mbailey@coopercityfl.org	P	Kevin Schwiderson
20-303	Fire Station #9 Fabric Structure Canopy	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Provide all labor, equipment, and materials for fabrication and installation of a fabric-covered canopy structure at the City's Fire Station #9.	1/31/2022	2/17/2022	3/17/2022	$118,500.00	N/A	N/A	$118,500.00	Don Gustafson	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	561-494-1093	dgustafson@wpb.org	P	Howard Wight
21-101	Neighborhood Road Program, District 2, Year 4 Roadway & Utility Project	Rosso Site Development 1302 South J Street Lake Worth, FL 33460	Furnish & install utility improvements, including 3,900 LF of C-900 PVC water main (6" & 8"), tapping sleeves and valves, gate valves, services, ARV manholes, drainage structures, line stops, hydrants, meter boxes, connection to existing water main, removal of 1,250 LF of existing 4" water main, and grouting/abandonment of 1,500 LF of 4" and 6" water main.	2/4/2021	5/4/2021	6/4/2021	$475,125.00	$19,100.00	N/A	$494,225.00	Blair Simpson	Rosso Site Development 1302 South J Street Lake Worth, FL 33460	561-689-0889	bsimpson@rossositedevelopment.com	S	Howard Wight
21-102	Olympus Drive Force Main & Low Pressure Sewer Replacement	Loxahatchee River ECD 2500 Jupiter Park Drive Jupiter, FL 33458	Furnish all labor, equipment, and materials necessary for installation of 2,070 LF of 8" force main and 785 LF of low-pressure force main by open cut and horizontal directional drill; asphalt, concrete, sidewalk, curb work; removal of existing force main, maintenance of traffic, testing, and all restoration.	3/22/2021	1/7/2022	4/13/2022	$483,200.00	$20,400.00	Additional Restoration and ARV's	$503,600.00	Kris Dean, P.E.	Loxahatchee River ECD 2500 Jupiter Park Drive Jupiter, FL 33458	561-741-2352	kris.dean@lrecd.org	P	JC Solomon
21-105	The Tuscany of Palm Beach Paving and Drainage Improvements	The Tuscany of Palm Beach 3570 South Ocean Blvd. Palm Beach, FL 33480	Furnish all labor, equipment, and materials necessary for paving and drainage improvements, including demolition, maintenance of traffic, storm drainage piping (6" - 18"), drainage inlets, control structure, asphalt paving, sodding, striping, and restoration.	3/9/2021	8/31/2021	10/31/2021	$493,768.50	$16,719.00	N/A	$510,487.50	Johan Oberholzer	The Tuscany of Palm Beach 3570 South Ocean Blvd. Palm Beach, FL 33480	561-585-9404	tuscanypbmgr@campbellproperty.com	P	Kevin Schwiderson
21-108	Town of Briny Breezes Water Main Relocation - District 4	Town of Briny Breezes 4802 N Ocean Blvd. Briny Breezes, FL 33435	Furnish all labor, equipment, and materials necessary for relocation and replacement of 1" potable water main and services to meter boxes, tie-in to 2" water main, maintenance of traffic, asphalt paving, sodding, striping, and restoration.	5/26/2021	11/26/2021	12/26/2021	$222,611.00	$79,725.00	Owner requested additional 6,615 SY of asphalt mill and overlay	$301,736.00	William Thrasher, ICMA-CM	Town of Briny Breezes 4802 N Ocean Blvd. Briny Breezes, FL 33435	561-272-5495	bbmanager1963@yahoo.com	P	Howard Wight
21-103	Boynton Beach FM Isolation Valves	City of Boynton Beach Utilities Department 124 E Woolbright Road Boynton Beach, FL 33435	Furnish all labor, equipment, and materials for installation of three (3) 36" plug valves and valve vaults for existing 36" force main; including temporary bypassing with line stops, excavation, backfill, all appurtenances, and restoration.	5/6/2021	6/21/2022	8/19/2022	$898,775.00	$23,708.00	Owner requested additions	$922,483.00	Scott Richards, P.E.	200 East Robinson St., Ste. 1400 Orlando, FL 32801	(407) 478-4642	srichards@carollo.com	P	JC Solomon
21-107	Lakeview Avenue Sanitary Sewer Replacement Ph. 1	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Furnish all labor, equipment, and materials for replacement of existing sanitary sewer, including demolition, removal/plugging/grouting existing pipe, installation of new PVC sanitary sewer (500 LF), RCP storm pipe (100 LF), PVC storm pipe (100 LF), MOT, asphalt paving, sidewalks, and restoration.	1/3/2022	6/3/2022	8/3/2022	$920,490.00	$192,360.67	Owner requested additions	$1,112,850.67	Allen Green, P.E. Sr. Project Engineer	City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	(561) 494-1088	agreen@wpb.org	P	Howard Wight
20-108	Minor Drainage Repair	Town of Gulf Stream 100 Sea Road Gulf Stream, FL 33483	Furnish all labor, equipment, and materials for drainage repairs, including street widening, removal and replacement of concrete curb, sidewalk, driveway, and landscaping, patch top of structure walls, install brick paver driveways, grading, and sodding.	11/1/2020	12/1/2020	1/1/2021	$338,091.00	-$84,331.70	Owner requested scope reduction	$254,759.30	Greg Dunham	Town of Gulf Stream 100 Sea Road Gulf Stream, FL 33483	561-276-5116	gdunham@gulf-stream.org	P	Howard Wight
21-200	PBC LS 393, 1023, 8168	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	Furnish all labor, equipment, and materials for installation of three (3) lift stations complete with wet wells, valve vaults, pumps, piping, bypass pumps, control panels, and coatings; electrical work; concrete work; fencing; and, all associated appurtenances and restoration.	9/21/2021	7/7/2022	8/6/2022	$1,297,650.00	-$214,849.55	Owner deleted portion of project	$1,082,800.45	Duane Palumbo, P.E.	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	561-906-4551	dpalumbo@pbcwater.com	P	Kevin Schwiderson
21-202	Palm Club Sanitary Lift Station	Man-Con, Inc. 3460 SW 12th Street Deerfield Beach, FL 33442	Furnish all labor, equipment, and materials for installation of lift station complete with wet well, valve vault, pumps, piping, bypass pump, control panel, coatings; electrical work; concrete work; fencing; and, all associated appurtenances.	5/6/2021	3/1/2022	4/1/2022	$478,400.00	$13,437.85	Owner requested additions	$491,837.85	Anthony Mancini	Man-Con, Inc. 3460 SW 11th Street Deerfield Beach, FL 33442	561-866-0490	anthonym@mancon.ws	S	Kevin Schwiderson

21-203	Juno Street Stormwater Pump Station	Town of Jupiter 17403 Central Blvd. Jupiter, FL 33458	Furnish all labor, equipment and materials for installation of new stormwater pump station, effluent & jellyfish filtration structures, 11 stormwater manholes, 1,500 LF of storm drain (48" & 36") with steel casing via jack and bore, abandonment of existing utilities, asphalt, concrete, curb, sidewalk, and all restoration	10/14/2021	3/25/2023	5/8/2023	$3,499,869.00	-$186,416.57	Deduction for unused portion of Contingency Allowance	$3,313,452.43	Amanda Barnes, PE	Town of Jupiter 17403 Central Blvd. Jupiter, FL 33458	561-741-2537	amandab@jupiter.fl.us	P	JC Solomon
21-106	Bluewater Cove Subdivision	Ironwood Development, Inc. 1118 Waterway Lane Delray Beach, FL 33483	Furnish all labor, equipment and materials for installation of approximately 2,200 LF new water main (6" & 8"), sanitary sewer, MOPS lift station, grading for new house pads and lots, significant clearing and grubbing, asphalt milling/paving, concrete curb/sidewalk, brick pavers, and all restoration.	4/7/2022	7/24/2023	8/24/2023	$1,487,309.50	$201,605.33	Various owner requested additions	$1,688,914.83	Cary Glickstein	Ironwood Development, Inc. 1118 Waterway Lane Delray Beach, FL 33483	561-441-0222	cg@ironwoodproperties.com	P	JC Solomon
22-101	Colonial Estates Mobile Home Park Water Main Replacement	Colonial Estates MHP 12375 S Military Trail Boynton Beach, FL 33436	Furnish all labor, equipment and materials for installation of approximately 12,500 LF of new water main, 190 new single and double water services to mobile homes, hydrants, interconnect to City water system, demolition of existing water treatment plant	9/1/2022	8/31/2023	9/25/2023	$2,096,750.00	$106,710.71	Various owner requested additions	$2,203,460.71	Frank Tripicchio	Colonial Estates MHP 12375 S Military Trail Boynton Beach, FL 33436	561-758-0620	ftripicchio@cbbel.com	P	JC Solomon
22-100	Pines Village Water Main Improvements Phase II & Septic Tank Conversion	City of Pembroke Pines 8300 S Palm Drive Pembroke Pines, FL 33025	Furnish all labor, equipment and materials for installation of approximately 42,000 LF new water main (6" & 8"), sanitary sewer, MOPS lift station, 816 new water services/meters; abandment of existing septic tanks; 150,000 SY of milling/paving; curb, sidewalks	8/13/2022	7/29/2024	8/30/2024	$12,508,814.00	-$400,163.70	Final Balancing Change Order for Contract Underruns	$12,108,650.30	George Wrves	City of Pembroke Pines 8300 S Palm Drive Pembroke Pines, FL 33025	954-518-9045	gwrves@ppines.com	P	Kevin Schwiderson
23-100	Repairs and Emergency Services for Water Distribution, Wastewater Collection & Stormwater Utility Systems	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	Furnish all labor, equipment, and materials for installation of 12" and 6" DIP water main, restraints, line stops, and fittings to allow for relocation of Village utilities; concrete removal and replacement; milling and paving; and, all associated restoration and appurtenances.	4/14/2023	8/4/2024	8/29/2023	$383,233.75	$383,233.75	N/A	$383,233.75	Andrew Kiesuner	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	561-584-8200	akiesuner@vpsfl.org	S	Jodi Feliu
23-107	Town of Palm Beach Shores Paving & Drainage Project	Wynn & Sons Construction, Inc. 7268 Belvedere Road West Palm Beach, FL 33411	Furnish all labor, equipment, and materials for installation of approximately 270 LF of 12" ADS drainage pipe; connections to existing drainage structure; precast concrete inlets and stormwater manholes; and, all required restoration.	11/30/2023	12/20/2023	12/31/2023	$126,500.00	$0.00	N/A	$126,500.00	Rick Volpe	Wynn & Sons Construction, Inc. 7268 Belvedere Road West Palm Beach, FL 33411	561-686-6077	rick.wynnandsons@yahoo.com	S	Jodi Feliu
23-101	Lucerne Lakes Valves and Valve Replacements	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	Furnish all labor, equipment, and materials for installation of 16 large diameter water main and force main valves (6" - 20") throughout PBCWUD service area; 22 line stops (4" - 20") and bypassing; MOT; asphalt milling/paving; concrete curb & sidewalks; and, restoration.	11/6/2023	7/1/2024	7/31/2024	$1,496,854.00	-$158,703.64	Final Balancing Change Order for Contract Underruns	$1,338,150.36	Joe Tanacredi, PE	Palm Beach County WUD 8100 Forest Hill Blvd. West Palm Beach, FL 33413	561-493-6088	jtanacredi@pbcwater.com	P	JC Solomon
24-105	Greenbrier Park Offsite Force Main Extension	Village of Wellington 12133 Ken Adams Way Wellington, FL 33414	Furnish all labor, equipment, and materials for installation of new MOPS Lift Station; approximately 1,800 LF of new 3" HDPE force main via open cut and horizontal directional drill; force main lateral to future restroom site; fencing; all associated appurtenances; and, restoration.	7/29/2024	10/8/2024	10/24/2024	$347,128.00	-$2,499.00	Final Balancing Change Order for Contract Underruns	$344,629.00	Kyle Burg, PE	Village of Wellington 12133 Ken Adams Way Wellington, FL 33414	561-718-1516	kburg@wellingtonfl.gov	P	Max McClure
23-102	Town of Hypoluxo Septic to Sewer Progressive Design-Build	City of Boynton Beach Utilities Department 124 E Woolbright Road Boynton Beach, FL 33435	Furnish all labor, equipment, and materials for installation of approximately 1,500 LF of 8" gravity sewer main (PVC & DIP); 600 LF of 4" low pressure force main (PVC); laterals; cleanouts; tie-ins to existing force main; seven precast concrete sanitary manholes; two precast concrete lift stations (wet wells, electrical, instrumentation); asphalt milling & paving, striping; concrete work; and, restoration.	4/26/2024	11/25/2024	12/20/2024	$2,485,026.69	-$68,881.41	Final Balancing Change Order for Contract Underruns	$2,416,145.28	Jose Huertas, PE	City of Boynton Beach Utilities Department 124 E Woolbright Road Boynton Beach, FL 33435	561-742-6486	huertasj@bbfl.us	P	JC Solomon
24-104	Lift Station No. 11 Force Main Project	City of Wilton Manors 2020 Wilton Drive Wilton Manors, FL 33305	Furnish all labor, equipment, and materials for installation of approximately 3,800 LF of new 24" HDPE force main from Master Lift Station No. 11 to existing DIP stub-out via open cut and horizontal directional drill; valves; fittings; bypassing; asphalt milling and paving; concrete work; and, all associated appurtenances and restoration.	6/17/2024	11/30/2024	12/31/2024	$2,804,437.50	$0.00	N/A	$2,804,437.50	David Archacki	City of Wilton Manors 2020 Wilton Drive Wilton Manors, FL 33305	954-390-2190	darchacki@wiltonmanors.com	P	Jodi Feliu
24-107	North Ocean Boulevard Water Main Pipe Enhancements	Town of Ocean Ridge 6450 N Ocean Boulevard Ocean Ridge, FL 33435	Furnish all labor, equipment, and materials for installation of approximately 6,000 LF of HDPE water main via open cut and horizontal directional drill; lateral connections; valves; fittings; hydrant assemblies; milling/paving; concrete work; and, all associated restoration and appurtenances.	7/8/2024	11/30/2024	12/31/2024	$2,483,990.60	$0.00	N/A	$2,483,990.60	Lynne Ladner	Town of Ocean Ridge 6450 N Ocean Boulevard Ocean Ridge, FL 33435	561-732-2635	lladner@oceanridgeflorida.com	P	Max McClure

24-110	Pines Boulevard 24" Water Main Relocation	City of Pembroke Pines 8300 S Palm Drive Pembroke Pines, FL 33025	Furnish all labor, equipment, and materials for relocation of 24" DIP water main and offsets, including 24" insertion line stops, new 24" gate valves and restraints, re-connection to existing water mains, and restoration.	9/1/2024	12/31/2024	1/31/2025	$459,385.00	-$192,254.15	Final Balancing Change Order for Contract Underruns	$241,130.85	George Wynes	City of Pembroke Pines 8300 S Palm Drive Pembroke Pines, FL 33025	954-518-9945	gwynes@pinines.com	P	JC Solomon
24-103	Southern Outfall Pipe Replacement Project	Town of Lake Park 535 Park Avenue Lake Park, FL 33403	Furnish all labor, equipment, and materials for installation of approximately 1,500 LF of two (2) 60" HPPP stormwater pipes; 10 precast stormwater structures; 1,200 LF of PVC sanitary force main; removal of existing bridge and 72" corrugated steel stormwater pipe; asphalt milling and paving; concrete work; sod; all associated appurtenances and restoration.	7/15/2024	7/1/2025	7/31/2025	$3,459,696.30	$0.00	N/A	$3,459,696.30	John Wills	Town of Lake Park 535 Park Avenue Lake Park, FL 33403	561-881-3345	hello@lakeparkflorida.gov	P	JC Solomon

FOSTER MARINE CONTRACTORS, INC.
LIST OF REFERENCES

City of West Palm Beach
401 Clematis St.
West Palm Beach, FL 33401
Laura Le, P.E., Utilities Engineer
O 561-494-1040 F 561-494-1117
lle@wpb.org

City of Lake Worth
7 North Dixie Hwy.
Lake Worth, FL 33460
Giles Rhoads, P.E., Ut. Engineer
O 561-586-1640 F 561-533-7343
grhoads@lakeworth.org

Town of Gulf Stream
100 Sea Road
Gulf Stream, FL 33483
Greg Dunham, Town Manager
O 561-276-5116 F 561-737-0188
gdunham@gulf-stream.org

Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
John D 'Agostino, Town Manager
O 561-881-3314
jdagostino@lakeparkflorida.gov

Town of Ocean Ridge
6450 N Ocean Blvd.
Ocean Ridge, FL 33435
Tracey Stevens
O 561-732-2635 F 561-737-8359
tstevens@oceanridgeflorida.com

City of Greenacres
5800 Melaleuca Lane
Greenacres, FL 33463
Monica Powery
O 561-642-2054 F 561-243-7060
mpowery@ci.greenacres.fl.us

Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, FL 33410
Brent Weidenhamer, P.E.
O 561-627-2900 F 561-624-2839
bweidenhamer@sua.com

Palm Beach Co. Water Utilities Department
8100 Forest Hill Blvd. West
Palm Beach, FL 33416
Steven McGrew, P.E.
O 561-493-6110 F 561-493-6060
smcgrew@pbcwater.com

City of Pembroke Pines
8300 S Palm Drive
Pembroke Pines, FL 33025
George Wrves
O 954-518-9045
gwrves@ppines.com

Village of Wellington
12133 Ken Adams Way
Wellington, FL 33414
Anjuli Panse, P.E., Sr. Engineer
O 561-791-4145 F 561-791-4045
apanse@wellingtonfl.gov

City of Lauderdale Lakes
4300 NW 36th St.
Lauderdale Lakes, FL 33319
Ronald Desbrunes, P.E.
O 954-535-2778 F 954-535-1892
ronaldd@lauderdalelakes.com

Broward Co. Water & Wastewater Services
2555 Copans Road
Pompano Beach, FL 33069
Pat MacGregor, P.E.
O 954-831-0904 F 954-831-3247
pamacgregor@broward.org

R J Behar & Company
6861 SW 196th Ave., Ste. 302
Pembroke Pines, FL 33332
David Romano
O 954-680-7771 F 954-680-7781
dromano@rjbehar.com

Kimley-Horn
8201 Peters Road, Suite 2200
Plantation, FL 33324
Marissa Maring, P.E.
O 954-535-5100
Marissa.maring@kimley-horn.com

Mock Roos
5720 Corporate Way
West Palm Beach, FL 33407
John Leemon
O 561-683-3113 F 561-478-7248
john.leemon@mockroos.com

Baxter & Woodman
477 S Rosemary Ave. West
Palm Beach, FL 33401
Rebecca Travis, P.E.
O 561-655-6175 F 561-655-6179
rtravis@baxterwoodman.com

Town of Jupiter
17403 Central Blvd.
Jupiter, FL 33458
Steven Montemayor
O 561-741-2352 F 561-575-7785
stevenm@jupiter.fl.us

Engenuity Group
1280 N Congress Ave., Ste. 101
West Palm Beach, FL 33409
Lisa Tropepe, P.E.
O 561-655-1151 F 561-832-9390
ltropepe@@engenuitygroup.com

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

Attachment "D"

Corporation Documents

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Foster Marine Contractors, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3180 Fairlane Farms Road, Suite 1

6 City, state, and ZIP code

Wellington, FL 33414

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	0	5	4	3	7	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 3/15/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

State of Florida
Department of State

I certify from the records of this office that FOSTER MARINE CONTRACTORS, INC. is a corporation organized under the laws of the State of Florida, filed on July 2, 1964.

The document number of this corporation is 282922.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 4, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of February, 2022

Secretary of State

Tracking Number: 8260320435CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 282922

Entity Name: FOSTER MARINE CONTRACTORS, INC.

Current Principal Place of Business:

3180 FAIRLANE FARMS ROAD
SUITE 1
WELLINGTON, FL 33414

Current Mailing Address:

3180 FAIRLANE FARMS ROAD
SUITE 1
WELLINGTON, FL 33414 US

FEI Number: 59-1054370

FILED
Mar 04, 2024
Secretary of State
0607402910CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

JOHNSON, KENNETH N ESQ.
4440 PGA BLVD
SUITE 600
PALM BEACH GARDENS, FL 33410 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: KENNETH N. JOHNSON 03/04/2024
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	SECRETARY, TREASURER
Name	CZAJKOWSKI, MICHAEL	Name	CZAJKOWSKI, MARY JANE
Address	3180 FAIRLANE FARMS ROAD SUITE 1	Address	3180 FAIRLANE FARMS ROAD SUITE 1
City-State-Zip:	WELLINGTON FL 33414	City-State-Zip:	WELLINGTON FL 33414
Title	AUTHORIZE REPRESENTATIVE	Title	AUTHORIZED REPRESENTATIVE
Name	FELIU, JODI M	Name	SOLOMON, JAMES C
Address	3180 FAIRLANE FARMS ROAD SUITE 1	Address	3180 FAIRLANE FARMS ROAD SUITE 1
City-State-Zip:	WELLINGTON FL 33414	City-State-Zip:	WELLINGTON FL 33414

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JODI FELIU AUTHORIZE REPRESENTATIVE 03/04/2024
Electronic Signature of Signing Officer/Director Detail — Date

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
3180 FAIRLANE FARMS RD STE 1
WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	FELIU JODI MARIE	CGC1534961	B24.678936 09/05/2024	$59.50	B40189296

This document is valid only when receipted by the Tax Collector's Office.

FOSTER MARINE CONTRACTORS INC
FOSTER MARINE CONTRACTORS INC
3180 FAIRLANE FARMS RD STE 1
WEST PALM BEACH FL 33414

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2024163616
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
3180 FAIRLANE FARMS RD STE 1
WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	WIGHT ROBERT H	CGC013244	B24.678566 09/05/2024	$27.50	B40140786

This document is valid only when receipted by the Tax Collector's Office.

FOSTER MARINE CONTRACTORS INC
FOSTER MARINE CONTRACTORS INC
3180 FAIRLANE FARMS RD STE 1
WEST PALM BEACH FL 33414-8776

2 - 234

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201472546
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

FOSTMAR-02 DDEPAZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Company of Reading, Pennsylvania	20427
INSURER B : Transportation Insurance Company	20494
INSURER C : Landmark American Insurance Company	33138
INSURER D : Valley Forge Insurance Company	20508
INSURER E : Markel American Insurance Company	28932
INSURER F : Columbia Casualty Company	31127

INSURED

Foster Marine Contractors, Inc.
3180 Fairlane Farms Road, Suite 1
Wellington, FL 33414

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			6081277478	9/27/2024	9/27/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						POLLUTION WORK	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			6081277464	9/27/2024	9/27/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB / CLAIMS-MADE			LHA602707	9/27/2024	9/27/2025	AGGREGATE	$ 4,000,000
	DED / RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		6081277495	9/27/2024	9/27/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Equipment Floater			MKLM2IM0002033	9/27/2024	9/27/2025	Leased/Rented	300,000
F	Pollution			7092490474	6/14/2024	6/14/2025	Occurrence	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

INSURANCE/SURETY BONDS
JOHNSON & COMPANY

November 20, 2024

Re: ***Foster Marine Contractors, Inc.***

To Whom It May Concern,

Foster Marine Contractors, Inc. is bonded through Berkley Insurance Company which has an A. M. Best Key rating of A+, XV and a Treasury Listing of $757,021,000.

Foster Marine Contractors, Inc. has an excellent reputation in the community and we value them as a client. We welcome the opportunity to execute requested bonds provided they meet the current underwriting guidelines and the provisions are acceptable to both Foster Marine Contractors, Inc. and Berkley Insurance Company.

While each project is approved on its own merits, Foster Marine Contractors, Inc. has the ability to bond single projects up to an amount of $20,000,000 with an overall aggregate limit of $40,000,000. At the present time there is over $30,000,000 of available capacity. Please note that these parameters are not be construed as maximums and projects in excess of these limits would be considered on an individual basis.

If we can be of service or should you have any questions, feel free to contact us at 407-843-1120.

Best Regards,

Brett Ragland
Vice President

P.O. Drawer 672 • Orlando, FL 32802-0672 • 801 N. Orange Avenue, Suite 510 • Orlando, FL 32801-5202 (407) 843-1120
(800) 331-3379 • FAX (407) 843-5772

Foster Marine Contractors, Inc.
Litigation Summary Past 10 Years

1. Foster Marine Contractors, Inc. v. Immokalee Water and Sewer District

   a. Style/Caption: Case No. 11-2019-CA-000127-0001-XX
   b. Parties: Foster Marine Contractors, Inc. / Immokalee Water and Sewer District

   c. Attorneys: Joseph Lawrence, II, Esq. (Foster Marine Contractors, Inc.)
   300 SW First Avenue, Suite 150
   Fort Lauderdale, Florida
   (954) 728-1270

   Richard P. Green, Esq.
   100 Second Avenue, Suite 501-S
   St. Petersburg, Florida 33701
   (727) 245-0820

   d. Date Started: 1/14/2019
   e. Status: Closed
   f. Explanation: The Project over which dispute arose was the AC Water Main and Undersized Water Main Replacement, Phase 3 Project. The dispute was over non-payment of our final pay request due to District paying us then retracting payment. We prevailed on all counts at trial and the jury awarded us all of the money owed to us, plus attorney's fees and court costs, in August 2021.

2. Foster Marine Contractors, Inc. v. City of Delray Beach et al

   a. Style/Caption: Case No. 50-2017-CA-8953-AO
   b. Parties: Foster Marine Contractors, Inc. / City of Delray Beach

   c. Attorneys: Amy Fischer, Esq. (Foster Marine Contractors, Inc.)
   250 South Australian Avenue, Suite 701
   West Palm Beach, Florida 33401
   (561) 833-6400

   Sanaz Alempour, Esq. (City of Delray Beach)
   600 North Pine Island Road
   Plantation, Florida 33324
   (954) 343-3902

   d. Date Started: 8/9/2017
   e. Status: Open
   f. Explanation: The Project over which dispute arose was the NE 2nd Avenue Seacrest Beautification Project. The dispute is still ongoing and is due to City's refusal to pay us despite Engineer's approval.

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

Attachment "E"

Equipment List

FOSTER MARINE CONTRACTORS, INC - EQUIPMENT LIST

FIELD CODE	MODEL/YEAR	DESCRIPTION
TRUCKS		
P-38	2008	2008 GMC 5500 Topkick
P-41	2007	GMC Lrg Truck C5500
P-60	2017	2017 GMC Sierra 2500 Crew Cab w/ Utility Bed
P-63	2005	2005 Ford Pickup
P-64	2017	2017 Ford F-250
P-67	2020	Silverado MD (White)
P68	2020	Express Van (White)
P-69	2020	Chevy 5500
P-72	2022	2022 F350 TREMOR
P-75	2022	2022 GMC Denali Truck
P-76	2023	2023 FORD F350
LARGE TRUCKS		
D-1	2000	Mack Dump Truck
D-5	1993	Ford Dump Truck
D-6	2016	Mack Dump Truck
FTR-3	1998	International 4700 FUEL TRUCK (AUTO)
LWB-4	2015	Mack Tractor Trailer
SB-1	1993	International - Sandblast Truck
WT-3	2006	2006 Chevy Water Truck
WT-4	1995	1995 Ford
VAC-4	2005	Vactor
VAC-5	2009	F650 Super Duty
GOLF CART		
GC-1	2003	GOLF CART w/ utility bed Model #37AS640A103
EXCAVATOR		
BH-5	2002	PC-300-LC-7 Komatsu Excavator
BH-6	2004	PC-228-USLC-3 Excavator
BH-8	2006	JohnDeere 225C LC
BH-9	2008	JohnDeere 135C-RTS Hydraulic Excavator
BH-10	2006	JohnDeere 135C-RTS Hydraulic Excavator
BH-11	2015	CAT 305 Hydraulic Excavator
BH-12	2018	Kubota KX080 Excavator
BH-13	2020	Yanmar ViO55-6A Excavator
BH-14	2019	CAT 308-07CR Hydraulic Excavator
BH-17	2023	Doosan DX350LCR-7 Develon Crawler Excavator
LOADER / SKID STEER		
L-4	2002	938 G Cat Wheel Loader
L-5	2003	Cat Skid Steer Loader MOD 242D
L-6	2004	Komatsu WA 200
L-13	2014	CAT Track Loader 299DXHP
L-14	2014	Komatsu - WA200-7 Wheel Loader
L-15		BOB CAT
L-17	2016	Komatsu WA270-8 Loader
L-19	2021	Kubota Wheel Loader R640R41
L-20	2021	Kubota Compact Wheel Loader
BACKHOE		
LB-6	2008	2008 John Deere 310SJ 4x4 Loader Backhoe

ROLLERS		
CO-2	1998	Vibratory Compactor Ingersol Rand DD-22
C0-3		Bomag BW 145DH-3Vib.SingleDrum Roller
R-1		Stone Roller - SR2500
R-2	2017	Cat CB22B Asphalt Compactor
R-3	2010	Bomag BW 90 AD-2 Roller
DOZER		
DZ-2 (chaz)	2015	CAT D5K2 Track Tractor
DRILL RIG		
DR-1	2008	Homemade Drill Rig
TRACTOR		
TR-1	1999	New Holland Challenger Tractor
FORK LIFTS		
FL-4	??	Tailift FD35P FORKLIFT
FL-5	2014	Genie Compact Rough Terrain TeleHandler GTH5519
TRAILERS		
AC-2	2000	185 H 150 PSI Sullair
AC-3	2002	185 H Sullair Compresser
AC-4	2007	Compresser Model 260DVQ-JD
CD-1		Milwaukee Core Drill
LT-1		Nite Lite Trailer w/Lite
SP-5	2009	Spraymate 35C
T-1	1987	9 Ton Interstate Trailer
T-2	2003	Blastoff Trailer Pressure Cleaner (yellow) Udor Press Pump/5000PSI
T-3	2002	20 Ton Tilt Equipment Trailer
T-5	HMADE	Tack Trailer (Blk)
T-6	HMADE	Gray Utility Trailer
T-7	HMADE	Storage Box Trailer
T-8	HMADE	Flat Trailer
T-9	2005	Emerson 6 Ton Trailer
T-13	2003	Anderson
T-15		Yellow Tilt Trailer
T-19	2011	BRUTE 35' GOOSE TRAILER W 24' FLAT DECK
T-21	2003	Wells Cargo - 15 x 8 White enclosed Trailer
T-22	1998	Enclosed Trailer 2 Car Trailer
T-23	2019	Globe Trailer TMISC (LWB-4)
T-24		Deck Trailer (Novae Sure-Trac)
WELL PUMP		
BP-1	2002	Silent Knight Thompson Pump TSV-253 John Deer Model# 4D45DF150B
BP-2	2005	Silent Knight Thompson Pump 6TSV-DJDST-45D-MC
BP-3	2007	No Enclosure Thompson 6" Pump
BP-4	2003	(United Rental) Gorman Rupp 6" Pump PA8060- Model 40450 ESP
WP-1	1993	8" Thompson Vacuum Pump
WP-2	1994	12" Thompson Wellpoint Pump
WP-4	2001	Cat Pump 5000 PSI@96 PM
WP-5	2003	12" Thompson Wellpoint Pump
WP-6	1997	Comell Jet Pump
WP-8		Thompson 12" Rotary Wellpoint Pumb
WP-9		Hydralic Unit Pump
WP-11		Vacuum Assisted,Electric Trash Pump
TRASH PUMPS		
DP-1	USED	Wacker Mud Diaphram 3"

DP-2	2000	Wacker Mud Diaphram 3"	
DP-3	USED	MultiQuip Diaphram Pump (4 hpr Honda)	
LPC-1	USED	Wacker Plate Compactor (MEDIUM)	
LPC-2	2007	Plate Compactor	
LPC-3		Wacker Plate Compactor	
LPC-4		Large Plate Compator	
LPC-5		Large Plate Compator	
SPC-1	2002	Wacker Plate Compactor	
SPC-2	2005	Wacker Plate Compactor	
SPC-4	2008	Wacker Plate Compactor WP1500	
TCP-1	2010	Koshin 3 In Trash Pump	
TCP-6	USED	mUltiQuip Trash Pump (8 hpr Honda)	
TCP-7	USED	4" Pump Honda	
TCP-10	USED	3" Honda Pump	
TCP-11	2020	Wacker 3" Trash Pump PT3A	
PRESSURE PUMPS			
PP-1	USED	Pressure Pump	
PP-2	USED	Wheeler Rex - Pressure Pump	
PP-3	USED	Blast-Off Pressure Pump w/ water tank	
VIBRATORY HAMMER			
VH-1	2006	SP-50 Manual Steer Vibratory Hammer	
PRESSURE CLEANER			
PC-2		Pressure Cleaner 5000 PSI (portable) B5550 KG TEA 500	
PC-3		Pressure Cleaner 5000 PSI (portable)CGPB-5050-HE CL92.5	
PC-4		Pressure Cleaner 5000 PSI (Gas 24HP) PE-5024HWEBSGEN	
PC-5		Pressure Cleaner 3500/5.5 GPM Hurri-Clean	
STREEET SAW			
SS-1		Honda Street Saw 9hpr	
SS-2		Target MC-18 5A Screw	
SS-3		DS18-13H	
CUT OFF SAW			
CS-14		Stihl Cut Off Saw TS420	
CS-15		Stihl Cut Off Saw TS420	
CS-16		Stihl Cut Off Saw TS420	
CS-17		Stihl Cut Off Saw TS800	
CS-18		Stihl Cut Off Saw TS420	
CS-19		Stihl Cut Off Saw TS420	
CS-20		Stihl Cut Off Saw TS420	
CS-21		Stihl Cut Off Saw TS420	
CS-22		Stihl Cut Off Saw TS420	
CS-23		Stihl Cut Off Saw 14 " TS420	
CS-24		Stihl Cut Off Saw 14 " TS420	
CS-25		Stihl Cut Off Saw TS420	
CS-26		Stihl Cut Off Saw TS420	
CHAIN SAW			
CHS-1		Stihl Chain Saw MS5441	
CHS-2		Stihl Chain Saw MS361	
CHS-3		Stihl Chain Saw MS5441	
CHS-5		Poulan Chain Saw P3314	
CHS-6		Chain Saw MS361-20"	
CHS-7		Echo Model CS370 14"	
CHS-8		Homelight 14" Electric Chain Saw UT43100	
CHS-9		Echo Chain Saw CS-4400	

CHS-10		Stihl Chain Saw MS660 (24 in.)
BLOWER		
BL-1		General
BL-2		Hurco Rip Cord
BL-3		Manhole Blower
BL-4		Allegro Blower
BL-5		Allegro Blower
BL-6		Rip Cord M.H. Ventilator
BL-7		Rip Cord M.H. Ventilator - Hurco Tech Model 18H/Honda
BL-8		General - Electric Blower
BL-9		Pipcord Blower
WELDER		
W-2		Miller Matic 350P Welder
W-3		Millermatic 252 Welder
W-4		Miller BobCat 250 Welder
W-5		Miller Diesel Welder 2250
INSTRUMENTS		
IN-1		Topcon - Green Labie
IN-2		Topcon - Green Labie
IN-3		Leica Instrument - NA724
IN-4		CST Berger
IN-5		CST Berger
IN-6		Berger - LTU2
IN-7		Spectra - ALL224
IN-9		TOPCON - AT-B4A
IN-10		TOPCON AT-B4A
IN-11		TOPCON AT-B4A
IN-12		TOPCON AT-B4A
IN-13		TOPCON AT-B4A
GENERATORS		
GEN-2		Honda Generator (ES7500)
GEN-3		Wacker - G.56
GEN-5		Honda Generator (3500kw)
GEN-4		Honda Generator (EU1000)
GEN-8		Generac Generator (GP7000E)
GEN-10		North Star - Blue - Generator on Wheels (24 KW)
GEN-11		Coleman 5000
GEN-12 ??		Harbor Freight - 10,000 Watt (BLUE)
GEN-13		Predator 4000 (G210FA)
GEN-14		Predator 4000 (G210FA)
GEN-15		Tsurumi Portable Generator
SUMBERSIBLE PUMPS		
SH-1		Stanley Hydralic Portable Unit - 10GPM
SH-2		Stanley Hydralic Portable Unit - 10GPM
SH-3		3" Stanley Hydralic Submersible Pump SM-50
FUEL TANK		
FT-1	930 Gal	White Oval Tank
FT-2	148 Gal	Round Blue Thompson Tank
FT-3	299 Gal	Round Red Hand Crank Tank
FT-4	488 Gal	Round Large Red Electric 12 Volt Tank
FT-5	299 Gal	Round Red Hand Crank Tank
FT-6		Round Red Single Axle / Electric Tank

FT-7	488 Gal	Round Red Single Axle / Electric Tank	
FT-8	299 Gal	Round Red Hand Crank Tank	
FT-9	115 Gal	Square Red Electric Tank	
FT-10	120 Gal	Square Red Hand Crank Tank	
MOLES			
MLE-1		2" Vermeer Mole	
MLE-2	1992	3" Vermeer Mole	
MLE-3		4" Vermeer Mole	
HYDRAULIC SAW			
HS-1		Ameratec 20" HydraUlic Saw	
FUSION MACHINES			
FM-1	2017	Fusion Machine T500 Series 2	
CHIPPING HAMMERS			
CH-1	2009	SULLAIR Chipping Hammer Model MPB-60A Lrg Jack Hammer	
CH-2	2010	SULLAIR Chipping Hammer Model MCH3-S RD/Ball SM Chipping Hammer	
CH-3	2010	SULLAIR Chipping Hammer Model MCH3-S RD/Ball SM Chipping Hammer	
CH-5		SULLAIR Chipping Hammer Model MCH3-S RD/Ball SM Chipping Hammer	
MISC TOOLS			
B-1	2015	Genie Articulating Boom Lift	
CP-1	2009	Caterpillar Cold PlannerModel PC-6	
DC-1		Dixie Chopper LT220034	
ICS - 1	2005	Concrete Chain Saw	
LA-1	2002	Spectra Precision Laser DG511	
LA-2	2006	Spectra Precision Laser DG511	
LA-3	???	Spectra Precision Laser DG511	
LA-4	???	Laser Lane (Rolling) Model - L600	
LM-1		Bush Hog Model No. SQ160	
LT-2	2017	Light Tower - Wacker LTV6K	
M-12	2000	Trench Shield	
M-2	2000	The Mole G Mat P55	
M-21		Honda Generator EB 3000	
M-26		Multiquip Cement Mixer	
M-52		QuickView Camera	
M-55	2010	Honeywell Lumidor Micro Max Plus Gas Detector - Max4AP	
M-56		Sperian Data Logger Gas Detector	
M-57		Sperian Gas Dector-Multi-Pro	
M-60		Wellpoint System (300' System)	
M-61		I-Beam (30 Feet)	
M-62	2014	FLT - 9' Laser Pull Box	
M-63	2017	CAT A26B - AUGER w/ 18" Bit	
M-64	2016	CAT Trencher T9B	
M-65	2017	Pemberton Manual Pin Grabber	
M-66	2018	CAT B6 Hammer for Skid Steer	
M-9		Lift Guard	
MM-2	2004	Asphalt Milling Machine w/ Trailer - Asphalt Zipper AZ-480S	
MM-3	2020	Asphalt Milling Machine w/ Trailer - Asphalt Zipper AZ-500B-203	
MOT-1		Water Filled Barriers (24)	
Piles		Z-SHEETING (Various Sizes)	
Plates		Steel Road Plates - 4 x 8'	
Plates		Steel Road Plates - 8 x 10'	
Plates		Steel Road Plates - 8 x 20'	

RB-1		7 cy Rock Box	
RB-2		9 cy Rock Box	
S-1	2007	Powerscreen-Handy Screen	
TB-1		16' Trench Box w/ spreaders	
TB-2		20' Trench Box w/ spreaders	
TM-1	2000	Tapping Machine B101	
TM-3	2006	Aquatapper Dewalt / Blue Box	
SMALL TOOLS			
ST-1	USED	Riobi Side Grinder - 4"	
ST-11		Milwakee - 1/2" Electric Drill - 02334-1	
ST-12		Dewalt - 1/2" Electric Impact - DW292	
ST-13	USED	Bosch - Bulldog Hammer Drill - 11224VSR	
ST-14	USED	Dewalt Sawsall - DW304P	
ST-15		TSURUMI - 2" Sump Pump - LSR245	
ST-16		Milwakee - 1/2" Hammer Drill	
ST-17		Master Heat Gun - HG301A	
ST-18		Dewalt 4.5" Grinder - D28402	
ST-19		Dewalt 1/2" Impact - DW292	
ST-20		Makata - 7" Grinder - GA7021	
ST-21		Bosch - Bulldog Hammer Drill - 112S5VSR	
ST-22		JUNK - 16" Electric Chain Saw	
ST-23	USED	Porter Cable - Ban Saw - 7724	
ST-24	USED	Black and Decker - Sawsal - 3105	
ST-25		Rigid - 7" Circular Saw - R3200	
ST-26		Sump Pump - Junk	
ST-27		2" Sump Pump - 52500	
ST-28	USED	Tsurumi - 2" Sump Pump	
ST-29		1/2" Newmattic Impact - Taylor Made - T7734	
ST-30		Dewalt 1/2" Electirc Impact - DW290	
ST-31		Milwakee - 4.5" Grinder	
ST-33	USED	Milwakee - SawSall	
ST-34		Blue Drill Master - Cordless Hammer Drill (Harbor Frieght)	
ST-35	USED	Dewalt Sawsall - DW304P	
ST-36		Dewalt Cordless 1/2" Impact - DW059	
ST-37		Riobi Circullar Saw - C5B121	
ST-38	USED	Porter Cable - Ban Saw - 7724	
ST-39	USED	Bosch Hammer Drill - 11224VSR	
ST-40	USED	Hitachi - Hammer Drill Large - DH30PC	
ST-41		Kobalt - 1/2" Electric Impact	
ST-42		Porter Cable Router - 690LR	
ST-43		Commercial Electric Spot Lights - PC500	
ST-44		Lamotte Water Kit - 2020E	
ST-45	USED	Chieme - Pressure Test Kit	
ST-46		Star - Diesel Injector Tester	
ST-47	2007	Fusion Machine 2-boxes RTC 315	
ST-48		Bosch - 1" Hammer Drill - 0611240	
ST-49		Milwakee - SawSall - 650/0-2800	
ST-5		DeWalt - 1/2" Electric Impact - DW290	
ST-50		Milwakee - 1/2" Hammer Drill	
ST-54		Chicago Power Tools - 7" Grinder - 46237	
ST-55		Socket Wrench Set - 21 pcs - 3.25 drive (7/8 - 2")	
ST-6		Dewalt - 4" Grinder - DW818	
ST-60		Commercial Electric Spot Lights - PC500	
ST-61		Chicago Mixing Drill (Harbor Frieght)	

ST-62	USED	Subsurface Leak Detector	
ST-63	USED	Hitachi 7" Grinder - G1855	
ST-64		Rigid 3/8 Drill - CS0916	
ST-65		Milwaulkee 4.5" Side Grinder #D02AD	
ST-66	USED	Metal Detector - FPID 2100	
ST-67		RIGID 1/2" Drill (R7122)	
ST-68	USED	Pipe Sewer Inspection Camera	
ST-69	USED	Dewalt - Angle Grinder (D28402)	
ST-70	USED	Dewalt - Grinder (D28402)	
ST-8	USED	Hitachi - 7" Grinder - G18SR	
ST-9		Hitachi - 4.5" Ginder - G12SE2	
ST-71	NEW	PitBull 26 (Fusion Machine)	
ST-72	NEW	Vibration Monitor	
ST-73		Chicago Rotary Hammer	
ST-74		Chicago 9" Angle Grinder	
ST-75		Chicago Reciprocating Saw	
AIR PLUG			
AP-1		15" - 16" w/ 3" Bypass	
AP-2		14" - 20" No Bypass	
AP-3		20" - 36" w/ 8" Bypass	
AP-4		4" - 8" (FFC Cage)	
AP-5		4" - 8" (FFC Cage)	
AP-6		40-60" Flow thru Plug	
AP-7		24" - 48" W/ 6" Bypass	
AP-8		10" PLUG	
AP-9		8" PLUG	
AP-10		8" w/ 3" Bypass	
AP-11		6 - 8 w/ No Flow Thru	
AP-12		4" - 8" w/ 2" Flow Thru	
AP-13		6" PLUG	
AP-14		3" PLUG	
AP-15		15 x 30 w/ 6" Bypass	
AP-16		48" - 70" Big Flat Plug	
AP-17		12 x 24 w/ 8" Flow Thru	
AP-18		8" w/ 3" Flow Thru (35 PSI)	
AP-19		8" w/ 3" Flow Thru (325 PSI)	
AP-20		10" Solid Plug (25 PSI)	

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

Attachment "F"

Quality & Safety Assurance

ACRISURE®

July 23, 2024

Foster Marine Contractors, Inc.
3180 Fairlane Farms Road, Suite 1
Wellington, FL 33414

Re: Workers Compensation – Experience Modification Factors

To whom it may concern:

This is to confirm that the Workers Compensation Experience Modification Factor(s) for the above referenced insured are as follows:

YEAR	FACTOR
2023-24	0.90
2022-23	0.83
2021-22	1.22
2020-21	1.17
2019-20	1.42

If you have any questions or need any additional information, do not hesitate to call our office.

Sincerely,

Alisa Zhamnov

Alisa Zhamnov
Client Service Representative
AZhamnov@acrisure.com

Daily Timesheet, Field Report, and Job Site Safety Audit Forms

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

JOB # _____

DAILY TIME SHEET

DATE: / /	WEATHER: [ ] SUNNY [ ] PRTLY CLOUDY [ ] OVERCAST [ ] RAIN	NIGHT WORK
S M T W TH F SA	RAINED OUT? YES or NO [ ] 1/2 DAY [ ] FULL DAY	EXTRA WORK

EQUIP #	EMPLOYEE'S FULL NAME	LABOR CODE	START	END	OFFICE USE ONLY

MISC EQUIP

EQUIP #	HRS USED	DESCRIPTION OF EQUIP	EQUIP #	HRS USED	DESCRIPTION OF EQUIP

EMPLOYEES OUT

EMPLOYEE	REASON
1-	
2-	
3-	

FOREMAN'S SIGNATURE:

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

JOB #: **DAILY REPORT** DATE:

LOCATION OF WORK:

FROM: street & station TO: street & station

PLEASE CIRCLE OR CHECK ALL ITEMS THAT APPLY

FEET	SIZE	TYPE OF PIPE	TYPE OF USE
			WM FM SAN DRNG
			WM FM SAN DRNG
			WM FM SAN DRNG

QTY	TYPE	H2O SRVCS SWR LATS FH or GV	TYPE OF USE
			WM FM SAN DRNG
			WM FM SAN DRNG
			WM FM SAN DRNG

FEET	WIDTH	DEPTH	LOADS	TONS	ROADWORK
					[ ] SUB-BASE [ ] L/R [ ] ASPH [ ] STAB
					[ ] L/R BASE [ ] TEMP ASPH
					[ ] SWALE [ ] S/W [ ] D/W [ ] DITCH

FEET	LOADS	DEMOLITION				
		S/W	D/W	CURB	PIPE	ASPH
		S/W	D/W	CURB	PIPE	ASPH
		S/W	D/W	CURB	PIPE	ASPH

OTHERS ON JOBSITE (provide names)

[ ] TRUCKER	[ ] STRIPING
[ ] SURVEYOR	[ ] PUMP STATION
[ ] CONCRETE	[ ] TEST LAB
[ ] DEWATERING	[ ] ENGINEER
[ ] SOD LANDSCAPING	[ ] INSPECTOR (S)
[ ] PAVING	[ ]

DAILY WORKED PERFORMED &/OR DELAYS :

ANY UTILITY DAMAGES/ACCIDENTS: Y N TICKET # :

[ ] ACCIDENT/DAMAGE REPORT COMPLETED W/ PICTURES & SENT TO OFFICE

BARRICADES CHECKED [ ] EQUIPMENT LOCKED UP [ ] MATERIALS SECURED [ ]

FOREMAN PRINT & SIGN NAME:

JOB SITE SAFETY AUDIT

PROJECT & JOB #: _____ DATE: _____

FOREMAN: _____ TIME: _____

OF CREW ON SITE: _____ WEATHER: _____

GENERAL SAFETY	YES	NO	N/A
Medical Facility/Emergency Phone Numbers Posted			
Certified First-Aid/CPR person on site			
First-Aid kit on site			
FOSTER MARINE Safety Manual on site			
Each employee wearing PPE including hard hats, glasses, long pants and heavy work boots			
Weekly Tool Box Talks being conducted and documented			
Adequate toilet facilities available			
Drinking water and cups available			
Subcontractors on site adhering to Safety Policy			

EXCAVATIONS AND TRENCHES	YES	NO	N/A
Locations located and marked PRIOR to commencement of work			
Copies of location tickets on site			
OSHA Certified Competent Person on site			
Proper shoring/trench boxes/sloping and/or benching used			
Spoil piles minimum of two (2) feet from excavation edge.			
Adequate water control			
Proper access and egress used in trench/excavation			

CONFINED SPACES	YES	NO	N/A
OSHA Certified Competent Person on site			
Has the space been atmospherically tested (for Oxygen & gases)			
All required permits/emergency evac plans posted			
Energy sources isolated "Lock Out/Tag Out"			

TRAFFIC & PEDESTRIAN CONTROLS	YES	NO	N/A
Appropriate MOT in place			
Traffic movement/direction clearly visible (not confusing)			
Trained flaggers positioned properly using correct equipment			
Broken s/w; d/w and/or debris secured by barricades and caution tape			
Sidewalks clear of construction equipment and/or equipment			
Adequate number and positioning of barricades throughout site			

HEAVY EQUIPMENT & VEHICLES	YES	NO	N/A
Company drivers pre-qualified			
All operators experienced and properly trained			
Back-up alarms on all equipment in working order			
Seat Belts being used by drivers and operators			
Machines being greased daily			
Vehicles and machinery traveling at safe speeds			

HOUSE KEEPING & MATERIAL STORAGE	YES	NO	N/A
Pipes/conduits blocked to prevent material from rolling			
Material &/or equipment stored properly on the side of the ROW or on resident's property			
Excess material and/or garbage removed from work area			

FIRE PROTECTION & PREVENTION	YES	NO	N/A
UL Approved flammable liquid containers properly identified			
Adequate number of Fire Extinguishers accessible and charged			

MATERIAL HANDLING & LIFTING	YES	NO	N/A
Proper staging of materials to minimize lifting and carrying			
Rigging equipment inspected and in good condition			

What subject was covered on last Tool Box Talk?

_____

Non-Compliance Issues

_____

Recommended Corrective Action

_____

_____

_____

Above items reviewed with Superintendent/Foreman?	YES	NO	N/A

Safety Audit Conducted by: _____

Superintendent/Foreman Signature: _____

Employee Safety Program Handbook



Employee Safety Handbook
FOSTER MARINE CONTRACTOR, INC.

A Guide to Safety Policies & Procedures
to Support a Safety-Conscious Work Environment

Provided by: FOSTER MARINE CONTRACTOR, INC.

Legal Disclaimer to users of this form employee handbook:

The materials presented herein are for general reference only. Federal, state or local laws, or individual circumstances may require the addition of policies, amendment of individual policies, and/or the entire Handbook to meet specific situations. These materials are intended to be used only as guides and should not be used, adopted, or modified without the advice of legal counsel. These materials are presented, therefore, with the understanding that the Company is not engaged in rendering legal, accounting, or other professional service. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

FOSTER MARINE CONTRACTOR, INC. recognizes that our people drive the business. As the most critical resource, employees will be safeguarded through training, provision of appropriate work surroundings, and procedures that foster protection of health and safety. All work conducted by FOSTER MARINE CONTRACTOR, INC.'s employees will take into account the intent of this policy. No duty, no matter what its perceived result, will be deemed more important than employee health and safety.

FOSTER MARINE CONTRACTOR, INC. is firmly committed to the safety of our employees. We will do everything possible to prevent workplace accidents and we are committed to providing a safe working environment for all employees.

We value our employees not only as employees but also as human beings critical to the success of their family, the local community, and FOSTER MARINE CONTRACTOR, INC..

Employees are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local, and company policies and procedures. Failure to comply with these policies may result in disciplinary actions.

Respecting this, FOSTER MARINE CONTRACTOR, INC. will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, FOSTER MARINE CONTRACTOR, INC. subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control policies and programs.
2. Safety and Health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds FOSTER MARINE CONTRACTOR, INC. in higher regard with customers, and increases productivity. This is why FOSTER MARINE CONTRACTOR, INC. will comply with all safety and health regulations which apply to the course and scope of operations.
4. Management is responsible for providing the safest possible workplace for Employees. Consequently, management of FOSTER MARINE CONTRACTOR, INC. is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices and company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions and assistance from employees where safety and health are concerned.
6. Management and supervisors of FOSTER MARINE CONTRACTOR, INC. will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Toward this end, Management must monitor company safety and health performance, working environment and conditions to ensure that program objectives are achieved.
7. Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at FOSTER MARINE CONTRACTOR, INC. must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries. Together, we can keep each other safe and healthy in the work that provides our livelihood.

President Risk Manager

PREFACE 2
TABLE OF CONTENTS 3
EMPLOYEE SAFETY RESPONSIBILITIES 4
EMPLOYEE SAFETY RULES 5-8
SAFETY COORDINATOR RESPONSIBILITIES 9
SAFETY & HEALTH COMMITTEE RESPONSIBILITIES 10
CLIENT VISITS 11
REPORTING INJURIES 12
EMERGENCY ACTION PLAN 13-14
EMERGENCY CONTACT INFORMATION 15
FIRE PREVENTION PLAN & ELECTRICAL SAFETY 16
RETURN TO WORK PROGRAM 17
HAZARD COMMUNICATION 18
OFFICE SAFETY & SECURITY 19
SEXUAL HARASSMENT POLICY 20
CONSIDERATIONS FOLLOWING A SERIOUS INDUSTRIAL ACCIDENT 21
BLOODBORNE PATHOGENS 22
VEHICLE USE POLICY 23
EMPLOYEE ACKNOWLEDGEMENT FORM 24

The primary responsibility of the employees of FOSTER MARINE CONTRACTOR, INC. is to perform his or her duties in a safe manner in order to prevent injury to themselves and others.

As a condition of employment, employees MUST become familiar with, observe, and obey FOSTER MARINE CONTRACTOR, INC.'s rules and established policies for health, safety, and preventing injuries while at work. Additionally, employees MUST learn the approved safe practices and procedures that apply to their work.

Before beginning special work or new assignments, an employee should review applicable and appropriate safety rules.

If an employee has any questions about how a task should be done safely, he or she is under instruction ***NOT*** to begin the task until he or she discusses the situation with his or her supervisor. Together, they will determine the safe way to do the job.

If, after discussing a safety situation with his or her supervisor, an employee still has questions or concerns, he or she is required to contact the Safety Coordinator.

NO EMPLOYEE IS EVER REQUIRED to perform work that he or she believes is unsafe, or that he or she think is likely to cause injury or a health risk to themselves or others.

1. **Conduct:** Horseplay, 'practical jokes,' etc., are forbidden. Employees are required to work in an injury-free manner displaying accepted levels of behavior. Conduct that places the employee or others at risk, or which threatens or intimidates others, is forbidden.

2. **Drugs and Alcohol:** Use and/or possession of illegal drugs or alcohol on company property or on company time are forbidden. Reporting for work while under the influence of illegal drugs or alcohol is forbidden.

3. **Housekeeping:** The following areas must remain clear of obstructions:
   - Aisles/exits
   - Fire extinguishers and emergency equipment
   - All electrical breakers, controls, and switches
   - Eye wash/safety showers

   You are responsible to keep your work area clean and safe. Clean-up several times throughout the day, disposing of trash and waste in approved containers, wiping up any drips/spills immediately, and putting equipment and tools away as you are finished with them.

4. **Injury Reporting:** All work-related injuries must be reported to your supervisor immediately. Failure to immediately report injuries can result in loss of Workers' Compensation benefits. After each medical appointment resulting from a work-related injury, you must contact human resources to discuss your progress. You must also give human resources paperwork that you received at the appointment.

   Due to the nature of the construction industry FOSTER MARINE CONTRACTOR, INC. CANNOT provide workers with "light duty" jobs for persons injured at work. We will make every effort to work with restrictions if it is possible to do so without risking additional injury to the injured worker. Employees are required to return to work immediately upon release.

5. **Personal Protective Equipment (PPE):** Inspect PPE prior to each use. Do not use damaged PPE. You are required to maintain and keep PPE clean.

   a) Safety Glasses – must be worn at all times in designated areas in this facility.

   b) Hard Hats – must be worn at all times in designated areas.

   c) Gloves – work gloves must be worn at all times when handling sharp or rough stock, welding, or performing other jobs, which could cause hand injuries. Synthetic gloves must be worn when handling chemicals.

   d) Welding – appropriate filter lens, welding helmet, gloves, and sleeves are required for welders at all times.

   e) Respirators – only employees trained and authorized to use respirators are allowed to do so.

   f) Hearing Protection – is required in areas where noise exposure is more than 90dBA (85dBA if you already have experienced a hearing loss).

6. **Equipment Operation:** You must specifically be trained and authorized by your supervisor to operate the following:

   - Company vehicles,
   - Forklifts,
   - Machine and power tools,
   - Paint sprayers,
   - Welders, and
   - Cranes/hoists

   When operating machines: do not wear loose clothing, long hair should be tied up and back, remove jewelry, and sleeves should either be rolled all the way up, or all the way down.

Never operate damaged or defective equipment. Turn the machine off and report it to your supervisor immediately.

Never tamper with, remove, or deactivate machine guards or controls designed to ensure safe operations. Never reach into an operating machine or moving machine part.

7. Ladders:

- Inspect all ladders prior to each use;
- Ladders must be placed on secure footing;
- Only one person is allowed on a ladder at a time;
- Never stand on the top two steps of a stepladder;
- Always maintain 3-point contact when working on ladders;
- Never reach beyond arm length when working on a ladder; and
- Never use metal ladders when working on or around electrical equipment.

8. Cranes/Hoists/Lifting Devices:

a) Inspect all cranes, hoists and lifting devices (slings, hooks, etc.) prior to each use. Never use damaged equipment.

b) Never walk under a load suspended from a hoist or crane.

c) Keep all personnel clear of the 'fall zone' of the crane/hoist.

d) Know the weight of material being lifted. Never overload a crane/hoist.

9. Lockout/Tagout – prior to working on any machinery when guards are removed, every energy source (electrical, hydraulic, chemical, mechanical, etc.) must be deactivated, stored energy dissipated, and the control locked in the off (safe) position.

Never remove or tamper with a lockout performed by another employee or contractor. A lockout could consist of a lock applied to a control such as a switch, breaker, or valve. A tag containing words such as "DANGER - DO NOT OPERATE" may also be used for lockout. If you see the lock, the tag, or both applied to an energy control device it means, "Keep your hands off."

10. Hazard Communication:

a) All chemical containers must be labeled to identify contents and hazards. Most labels use numbers to rank the hazard level in three important areas:

-**FIRE** (red background color) - will the material burn?
-**HEALTH** (blue background) - is the material dangerous to my body?
-**REACTIVITY** (yellow background) - is the material dangerously unstable?

After each hazard (Fire, Health, Reactivity), a number from 1-4 will be assigned. The number reflects the degree (or amount) of hazard:

-**0** Minimal -**1** Slight
-**2** Moderate -**3** Serious
-**4** Severe

b) A Material Safety Data Sheet (MSDS) must be secured for all chemicals purchased or brought on site. You have a right to access MSDSs – ask your supervisor.

c) Follow <u>all</u> label and MSDS instructions – including amount instructions

d) Do not mix chemicals unless authorized to do so.

e) Keep all chemicals in closed containers.

f) Store all flammable liquids in safety cabinets or safety cans. Never use flammable chemicals around ignition sources such as smokers, pilot lights, or arcing/sparking electrical equipment.

g) Wear required Personal Protective Equipment and minimize contact with the chemical.

h) Do not eat, drink, or smoke while using chemicals. And always wash your hands after handling chemicals.

11. Confined Space Entry – Only trained and authorized employees are permitted to enter confined spaces. If you believe that your job requires confined space entry, contact your supervisor prior to undertaking the work. (Confined spaces are areas not meant for human occupancy, have limited means of entry/exit, and have electrical, chemical, thermal, atmosphere, or entrapment hazards).

12. Emergencies:

a) In the event of any serious injury or fire, call 911. Send someone to the facility entrance to meet the Fire Department. If in doubt, call 911.

b) Upon discovering a fire, alert others in immediate danger and initiate facility-wide fire alarm.

c) When the evacuation signal is given, all employees should immediately turn off equipment, close doors, and evacuate to their designated evacuation areas. Attendance will be taken to account for all personnel. Stay together in the group until further instructions are received.

d) Do not attempt to fight any fire which is uncontained, too hot, too smoky, <u>or</u> if you are too frightened.

e) To use a fire extinguisher, remember PASS:
- P = Pull (the safety pin)
- A = Aim (at the base of the fire)
- S = Squeeze (the lever)
- S = Sweep (side to side)

If you use a fire extinguisher, remember:
- Stay low,
- Keep yourself between the fire and an exit,
- Do not turn your back on a fire, and
- Immediately report the use to your supervisor.

d) Do not touch blood or any other bodily fluid during or following an incident. If you are trained to administer first aid, gloves and other barriers are located with the first aid equipment. If you think that you have been exposed to bodily fluid, notify your supervisor immediately.

13. Company Vehicles and Driver Safety:

a) Only employees authorized by FOSTER MARINE CONTRACTOR, INC. are permitted to operate FOSTER MARINE CONTRACTOR, INC. vehicles.

b) No 'side trips' or personal use of company vehicles are permitted.

c) Seat belts/shoulder harnesses must be worn whenever the vehicle is in motion.

d) All local and state traffic regulations and signs must be followed.

e) No unauthorized riders, hitchhikers, etc., are allowed.

f) All moving violations resulting in points being assigned to your license must be reported to your supervisor.

g) Driving while under the influence of alcohol or other drugs is forbidden.

- Employees driving their personal vehicles on company business must follow steps 'c – g,' shown above.

14. Electrical Safety:

a) Never operate or tamper with the electrical main switch or breakers. You are authorized only to operate switches/disconnects on/for individual machines.

b) Report all electrical problems and suspected problems to your supervisor.

c) All junction boxes, control boxes, connections, and other wiring must have covers securely installed to prevent accidental contact.

d) Inspect all plugs, cords, and portable equipment prior to use.

e) Report any damaged electrical equipment to your supervisor. Only authorized personnel are permitted to make repairs.

f) Extension cords are to be used only for temporary applications. Never stretch cords across aisles or areas where others may trip over them. Do not attach extension cords to the building or run them under rugs/mats or through walls.

g) Any personal electrical devices must be approved by FOSTER MARINE CONTRACTOR, INC. prior to use.

15. Lifting:

a) If you need help moving material, request assistance.

b) When you lift, use your leg muscles by squatting close to the load, preserving the curve in your back, spreading your feet, and lifting with your legs, keeping the load close to your body.

c) When you turn holding an object, move your feet, and do not twist.

16. Staying Safe - Report any unsafe conditions or situations to your supervisor. If you have suggestions on improving any aspect of safety in the facility, discuss it. If you are unsure of how to operate a piece of equipment or complete an assignment, **ask for help**. Asking for help when you are unsure reduces the chance of injury.

These rules are established to help you stay safe and injury free. Violation of the above rules, or conduct that does not meet minimum accepted work standards, will result in discipline, up to and including discharge.

When working at a customer location, employees are required to follow the above rules, as well as all customer rules and procedures, and work in a manner that reflects positively on the company. Before operating any equipment at a customer location, permission must first be secured from the customer contact.

[Insert Name] is designated as FOSTER MARINE CONTRACTOR, INC.'s Safety Coordinator. [Insert Name] is designated as the Associate Safety Coordinator. The Safety Coordinator is responsible for implementation and compliance with the Safety and Health Policy of FOSTER MARINE CONTRACTOR, INC. and is accountable for results as measured by criteria, such as incident rates.

Other responsibilities include:

1. Resolve questions, approve and/or recommend necessary expenditures to correct unsafe conditions.
2. Make regular shop, warehouse, office and ground-job site tours, and safety inspections to determine if safe work practices are being observed; ensure that unsafe conditions do not exist.
3. Actively participate and follow the safety and health programs.
4. Plan, coordinate, perform, or delegate all safety training and testing given to supervisors and employees. Review results to be sure they are satisfactory. Maintain appropriate records of training and testing.
5. Review disciplinary actions with the employees.
6. Personally perform safety inspections, and review safety inspection reports and unsafe conditions reported by supervisors, employees, or others. Make or obtain corrections as required to maintain a safe workplace and ensure compliance.
7. Conduct regular safety meetings with employees to promote safety awareness and compliance with the Safety and Health Policies.
8. Ensure safety awareness among workers through regular meetings.
9. Ensure compliance with safe work practices and FOSTER MARINE CONTRACTOR, INC.'s safety rules. Take appropriate disciplinary action to ensure compliance. This includes safe working procedures in flange and fitting machine shop operations, saw shop operations, the warehouse, yard, and office operations.
10. Investigate accidents and assist with completion of accident report forms when required.
11. Review reports of first aid incidents and reportable injuries to determine possible preventative actions. Take immediate corrective actions as required.
12. Ensure that specific programs (i.e. hazard communication, protection from bloodborne pathogens, hearing conservation, forklift safety/operator certification) are implemented and complied with consistently.

In order to promote better communication between employees and management, a Safety & Health Committee has been established for FOSTER MARINE CONTRACTOR, INC.'s operations. Its primary function is to serve as a two-way channel of communication and to promote safety awareness throughout the workplace.

ORGANIZATION: The Safety & Health Committee will consist of:

Safety Coordinator
Associate Safety Coordinator
Superintendent
Job-site Foreman

The Employee Safety & Health Committee will meet monthly. The meeting will be chaired by the Safety Coordinator or Associate Safety Coordinator. Should a scheduled meeting have to be postponed, it will be held later in the month, on a date and time determined by the Safety Coordinator.

FUNCTION: The Safety & Health Committee has the following functions:

1. Conduct Safety/Housekeeping inspection(s) of one or more departments as part of each meeting.
2. Review and update safety rules and safe operating procedures.
3. Review accidents and "near miss" incidents reported since the last meeting, and suggest means for preventing future occurrences.
4. Convey, review, and comment on safety suggestions submitted by employees.
5. Plan and carry out various safety promotion activities (such as contests, award programs, etc.).
6. Promote safety awareness among all employees through safe attitudes and day-to-day interactions.
7. Review safety impacts of equipment/facility changes and multi-shift operations.

Take into account an employee's personal experience with safety when selecting Safety and Health Committee members. Someone from a specific work area with a history of accident or injury problems can bring valuable insights to the committee.

Volunteers or individuals who show they have an interest in safety are also good candidates. Likewise, individuals with a good safety record can bring their own experience to the group.

Rotate membership so that members exposed to Safety & Health Committee issues are "circulated" back into the workforce and others are brought in.

Occasionally, specialists or consultants may be added to the committee to address a specific situation or problem. Also, ad hoc subcommittees may be used to ana lyze and formulate recommendations on a particular problem.

The Safety & Health Committee should also be involved with developing SAFETY INCENTIVE PROGRAMS and in recognizing individual employees who have contributed to safety efforts and positive results.

Written documentation of Safety & Health Committee meetings should be maintained. A log or written minutes should be taken at each meeting. Meetings should follow a standard agenda.

1. Employees of FOSTER MARINE CONTRACTOR, INC. are required to follow all client safety and security procedures during client visits.
2. If your client host does not advise you regarding safety hazards consider the following:

   - Emergency exit location(s);
   - Keep your eye on the path you are walking and avoid any tripping/slipping hazards. When on stairs maintain three point contact (hand on rail and feet on stairs);
   - When visiting manufacturing or construction sites, eye protection, hearing protection, and hard hats are frequently required. Ideally, this equipment will be in the possession of the FOSTER MARINE CONTRACTOR, INC. employee and not provided by the client.

If you will be touring a factory or construction site, dress appropriately. Wear shoes that support your feet and are slip resistant. Avoid clothing that is either constrictive or too loose; loose clothing be get caught in machinery or other equipment.

1. Any work-related injury or suspected injury must be reported immediately to your supervisor and to Human Resources. A [insert form name] form must be completed. Failure to promptly report an injury may result in disciplinary action.
2. Human Resources will issue a [insert form name] for the injured employee to take to the treating medical practitioner. The employee must return this form to Human Resources by the next business day.
3. After each practitioner appointment, the employee must report to his/her supervisor and Human Resources to review his/her progress.
4. FOSTER MARINE CONTRACTOR, INC. DOES NOT provide light duty work for employees recovering from injury. Due to the nature of our work it is difficult to accommodate light duty work without the risk of further injuring the employee. Employees are required to return to work immediately upon release.
5. An accident investigation will be conducted to determine the root cause of the accident. The injured employee will be asked to participate in the investigation.
6. Employees are urged to report hazardous conditions and "near miss" incidents on ALL incidents with or without resulting in an injury. Job Site Foreman will have Incident Investigation Report that is MANADATORY to be filled out by the employees. Supervisors are require to fill out the "Supervisor's Accident Investigation Report".
7. Any attempt to defraud FOSTER MARINE CONTRACTOR, INC. with a false workers' compensation claim will result in disciplinary action. The case can also be referred to the district attorney for possible prosecution.

GENERAL EMERGENCY GUIDELINES:

- Stay calm and think through your actions
- Know the emergency numbers:
  - Fire/Police/Ambulance 9-911
  - Internal Emergency Number (if applicable)
  - Human Resources _____
  - Page _____
  - Operator "0"
- Know where the stairwell exits are located
- In the event of any emergency, do not take elevators, use the stairs
- Do not hesitate to call/alert others if you believe that an emergency is occurring — you will not "get in trouble."
- Know where emergency equipment is located: (insert location)

FIRE:

1. EVACUATION

- Employees will be notified of a fire alarm either by the fire alarm system or by a paged announcement.
- Upon becoming aware of a fire alarm, employees should immediately evacuate the building using the closest stairs. Do not delay evacuation to get personal belongings or to wait for co-workers. Also, all doors should be closed as the last person passes through. (Note: never use elevators during fire alarm situations).
- Supervisors should be the last persons to leave the area. Check in conference rooms, lavatories, and offices to be sure that all personnel have evacuated.
- Any employee having a mobility, visual, hearing, or other condition, which may hinder them from becoming aware of an emergency or evacuating, should request special assistance through Human Resources.
- Upon exiting the building, personnel should report to [insert meeting location] for a headcount. [Insert department] personnel should gather and be accounted for by [insert name]. [Insert department] personnel should gather and be accounted for by [insert name].
- If any employee is missing, an immediate report should be made to [insert name of incident commander] who will in turn report to the first available fire department officer.
- Employees should stay together in a group so that periodic updates on the situation can be issued.
- The order to re-occupy the building will be issued by [insert name of incident commander].
- In the event of inclement weather, [insert name of incident commander] will make arrangements for all personnel to move to shelter.

2. EMPLOYEE DISCOVERING A FIRE:

- Alert other persons in the immediate hazard area.
- Activate a fire alarm or call [insert name] to page an emergency announcement.
- If you have been trained, you can decide to use a fire extinguisher following these instructions:
  - -P=Pull the safety pin
  - -A=Aim the nozzle at the base of the fire
  - -S=Squeeze the operating lever
  - -S=Sweep side to side covering the base of the fire

**When using a fire extinguisher always stay between the fire and an exit; stay low and back away when the fire is extinguished.*
**Never feel that using a fire extinguisher is required. If the fire is too hot, too smoky or you are frightened, evacuate.*

- Have someone notify [insert name of incident commander] where the emergency is located. He/she will relay this information to the fire department.

3. **MEDICAL EMERGENCY:** (chest pains, loss of consciousness, fall from a height, etc.)
   - Upon discovering a medical emergency, call 911.
   - Call the operator ("O") and report the nature of the medical emergency and location.
   - Stay with the person involved being careful not to come in contact with any bodily fluids, unless properly trained and equipped.
   - Send two persons (greeters) to the building entrance, [insert building entrance], to await the fire department. (One person should call and hold an elevator car. Often two fire department units will arrive, so the second greeter should wait at the entrance to receive the second unit while the first greeter escorts the fire dept. personnel to the scene).
   - Employees in the immediate vicinity of the emergency, but not directly involved, should leave the area.
   - Human Resources will make any necessary notifications to family members of the person suffering the medical emergency.

4. **SEVERE WEATHER:**
   - The receptionist will monitor a weather alert radio. If a severe weather report is issued, she/he will immediately page the following announcement: [insert announcement]. (This announcement will be repeated three times).
   - Employees will shut down office equipment and will be instructed where to go for safety.
   - The receptionist will take the weather radio with her/him. When the severe weather warning is cancelled, she/he will send runners to advise that it is safe to return to office areas. A general announcement will also be made.

5. **WORKPLACE VIOLENCE:**
   - Any employee who feels that she/he has been threatened should immediately report their concern to their manager and to Human Resources.
   - If any person is observed exhibiting threatening behavior or making threatening statements, the person discovering the situation should warn others in the area and immediately notify Human Resources and stay away from the person exhibiting threatening behavior.
   - Depending upon the level of concern, the [insert police department] (911) should be called immediately.
   - Never attempt to confront any person exhibiting threatening behavior.

*If you have reason to believe that events in your personal life could result in acts of violence occurring at work, you are urged to confidentially discuss the issue with Human Resources so that a prevention plan can be developed.

1. Smoking is not allowed in any interior area of the building. Smoking is only allowed in designated exterior smoking areas.
2. No candles or open flames are allowed within the facility.
3. Hot work: contractors performing hot work (welding, grinding, flame cutting, brazing, soldering, etc.) must contact [insert name] for approval prior to the start of the work.
4. Only space heaters provided by the company are approved for use within the facility. Employees using space heaters are responsible to turn the heater off when leaving their desk for extended periods of time (lunch, end of the workday, etc.).
5. No flammable chemicals are allowed inside the building at any time. If you feel that there is a work-related need to use a flammable chemical, contact Human Resources for guidance.
6. Electrical safety:
   - With the exception of independently fused multi-tap cords for computers, extension cords are not allowed.
   - Keep electric cords out of areas where they will be damaged by stepping on/kicking them.
   - Turn electrical appliances off with the switch, not by pulling out the plug.
   - Turn all appliances off before leaving for the day.
   - Radios/tape/CD players and PDAs are the only personal electrical devices allowed to be used in offices/cubes. These devices must be in good repair. FOSTER MARINE CONTRACTOR, INC. reserves the right to instruct you to remove personal electrical devices at any time.
   - Never run cords under rugs or other floor coverings.
   - Any electrical problems should be reported immediately to [insert name].
7. The following areas must remain clear and unobstructed at all times:
   - Exit doors,
   - Aisles,
   - Electrical panels, and
   - Fire extinguishers.

1. All FOSTER MARINE CONTRACTOR, INC. employees have a right to know what chemicals they work with, what the hazards are, and how to handle them safely.

2. Material Safety Data Sheets (MSDS) are documents provided by the supplier of a chemical. MSDS detail the chemical contents, associated hazards, and general safe handling guidelines. At FOSTER MARINE CONTRACTOR, INC., the MSDS collection is located at [insert location]. Employees are free to utilize the MSDS as needed.

3. General rules for handling chemicals in an office environment are:
   - Read all label warnings and instructions.
   - When changing toner cartridges, consult with an experienced employee if you are unsure how to proceed.
   - Follow instructions for quantity. More is not better.
   - Minimize contact with chemicals. Use double layer cloths or gloves to protect your skin and keep your face clear of the area to reduce inhalation.
   - Always wash your hands after handling chemicals.
   - If a chemical enters your eye(s) immediately hold open the injured eye(s) and rinse it/them with clean, cool water for 15 minutes. Then be sure to report the injury immediately.
   - Any questions or concerns regarding chemicals should be reported to Human Resources.

Office Safety:

1. Never leave file drawers open, or open multiple file drawers at once.
2. Do not stack heavy or bulky objects on top of cabinets.
3. Do not store frequently used objects above shoulder height or below knee height.
4. Never reach into office machines without turning them off and unplugging them if possible.
5. Keep your work area free of trip hazards such as storage in walkways, cords across aisles, and damaged floor coverings.
6. Inspect step stools/ladders before use. Be sure to keep a stationary object in front of you when using a step stool to provide stability.
7. Never use defective or broken equipment. Report these problems to your supervisor.

Security:

1. Always be aware of your surroundings. Keep your head up and hands out of your pockets while walking to and from your car.
2. Immediately report any suspicious activity or persons to [insert name]. And immediately report any theft to [insert name].
3. When parking, remove all valuables from sight and lock car doors.
4. Do not enter an elevator car if you are concerned about other riders; instead, wait for the next car.
5. Keep all valuables (money, purse, jewelry, etc.) out of sight when at your desk. Do not bring large sums of money or other valuables into the building.
6. Secure laptop computers, PDAs, and other small electronic devices before leaving your workspace for extended periods of time (lunch, meetings, etc.).
7. If you are working alone and are in the office before or after regular business hours, on weekends, or holidays, observe these additional guidelines:
   - Be sure doors close and lock after you.
   - Turn on lights as you move through the building.
   - Always be aware of the closest telephone (do not hesitate to call 911 if you feel threatened).
   - Be sure that someone at home knows that you are at work and is expecting you to check in by a specified time.
   - As you leave the office, be sure to turn off all equipment, lights, etc., after use.
8. Weapons, including firearms, knives with blades longer than two inches, bow/arrow, pepper spray (mace, tear gas), and clubs, are not allowed on FOSTER MARINE CONTRACTOR, INC. property.

FOSTER MARINE CONTRACTOR, INC. does not tolerate harassment of our job applicants, employees, clients, guests, vendors, customers, or persons doing business with FOSTER MARINE CONTRACTOR, INC. Any form of harassment related to an employee's race, color, sex, religion, national origin, age, citizenship status, veteran status, or handicap is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to, slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual's race, color, sex, religion, or national origin; sexual advances; requests for sexual favors and other verbal, graphic, or physical conduct of a sexual nature.

Violation of this policy by an employee shall subject that employee to disciplinary action, up to and including immediate discharge.

Sexual harassment, one type of prohibited harassment, has been defined according to FOSTER MARINE CONTRACTOR, INC. guidelines as:

- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
- Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment; or
- *Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.*

Examples of conduct prohibited by this policy include but are not limited to:

- Unwelcome sexual flirtation, advances, or propositions;
- Verbal comments related to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation;
- Explicit or degrading verbal comments about another individual or his/her appearance;
- The display of sexually suggestive pictures or objects in any workplace location including transmission or display via computer;
- Any sexually offensive or abusive physical conduct;
- The taking of or the refusal to take any personnel action based on an employee's submission to or referral of sexual overtures; and
- Displaying cartoons or telling jokes that relate to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation.

Harassment of our employees in connection with their work by non-employees may also be a violation of this policy. Any employee who becomes aware of any harassment of an employee by a non-employee should report such harassment to his or her supervisor. Appropriate action will be taken with respect to violation of this policy by any non-employee.

If you believe that you are being subjected to workplace harassment, you should:

1. Tell the harasser that his or her actions are not welcome and they must stop, if you feel comfortable enough to do so.
2. Report the incident immediately to your supervisor/manager, the site Human Resources representative, or the Employee Relations Department.
3. Report any additional incidents that may occur to one of the above resources.

Any reported incident will be investigated. Complaints and actions taken to resolve complaints will be handled as confidentially as possible, given FOSTER MARINE CONTRACTOR, INC.'s obligation to investigate and act upon reports of such harassment.

Retaliation of any kind against an employee who reports a suspected incident of sexual harassment is prohibited. An employee who violates this policy or retaliates against an employee in any way will be subject to disciplinary action up to and including termination.

Any work-related accident resulting in serious injury or the death of an employee presents significant emotional challenges for management. Following are some guidelines, which may reduce the effects on fellow employees and minimize the impact from regulators, such as OSHA.

1. Be prepared to talk to local police officials, district attorney investigators, coroners, and OSHA compliance officers. Be aware that police and district attorneys can conduct criminal investigations. Be truthful but do not speculate or offer unsolicited opinions, information, or theories. Also be prepared for contacts from local news media. Consult with legal advisors if in doubt. (Operate under the assumption that OSHA will investigate. Take steps to be sure that your entire facility is as prepared as possible).

2. Fatalities and incidents resulting in three or more employees receiving inpatient hospitalization must be reported within 8 hours to the closest OSHA area office. If after hours, the incident can be reported to OSHA at: 1-800-321-6742.

3. Have a representative of your company contact the employee's next of kin to inform her/him of the circumstances. If possible, this contact should be made in person. Offer to provide transportation and/or other support. (For example, providing a FOSTER MARINE CONTRACTOR, INC. representative at the hospital will convey the company's concern).

4. Get all witnesses names. If some witnesses are not employees, be sure to get full addresses and phone numbers.

5. Render safe any hazards created by the accident scene. (i.e. material that may fall, leaking chemicals, etc.). Rope off or otherwise isolate the accident scene early on to prevent it from becoming a "tourist attraction."

6. Conduct an initial investigation. If equipment and/or duties directly involved in the accident are duplicated elsewhere in the company, take immediate steps to assure that there will be no re-occurrence of the accident.

7. Take pictures to document the scene. Note anything that may help you identify specific equipment involved such as serial numbers, license plate numbers, etc.

8. Follow FOSTER MARINE CONTRACTOR, INC.'s procedure for bloodborne pathogens in cleaning any bodily fluid spills.

9. Consider meeting with employees in small groups to discuss, in general terms:

   a) The serious accident that occurred.
   b) That all the necessary steps were taken to care for the person involved.
   c) That an accident investigation is being performed.
   d) That all employees will be kept informed.
   e) The availability of the Employee Assistance Program (EAP) (if applicable).
   f) Provide encouragement and request that employees work safely.

10. Request your supervisors be alert for employees who may not be paying full attention to their jobs and thereby jeopardizing their own safety. During these discussions, do not discuss fault, discipline, opinions, etc.
11. If your company has a physician on contract, have him/her follow the case.

1. Blood and other bodily fluids can carry pathogens, which are capable of causing diseases in others. This includes HIV, which leads to AIDS and hepatitis.
2. Because we cannot tell by looking at a person if they are infected with a pathogenic disease, we must take precautions following an illness or injury when bodily fluids are released.
3. In the event of a person losing bodily fluids, stay away from the area and warn others to also do so. You can still stay close to the ill/injured person to support him/her, just be sure to stay out of contact any bodily fluids.
4. In the event that you find spilled bodily fluids, a syringe, or other medically contaminated materials, do not attempt clean up by yourself. Call Human Resources immediately for instructions.

To: All drivers of FOSTER MARINE CONTRACTOR, INC.
Effective: 01/01/18

- This policy applies to:
  - Vehicles owned, leased, or rented to FOSTER MARINE CONTRACTOR, INC.
  - Personally owned vehicles driven by employees on behalf of FOSTER MARINE CONTRACTOR, INC.

The following policy has been established to encourage safe operation of vehicles, and to clarify insurance issues relating to drivers and FOSTER MARINE CONTRACTOR, INC.

- All drivers must have a valid driver's license.
- Motor Vehicle Records will be checked periodically. Driving privileges may be suspended or terminated if your record indicates an unacceptable number of accidents or violations. Should your record fall into our insurance carrier's guidelines of an, 'unacceptable driver,' our employment may be terminated.
- Your supervisor must be notified of any change in your license status or driving record.

When operating your own vehicle for FOSTER MARINE CONTRACTOR, INC. business:

- Your Personal Auto Liability insurance is the primary payer. FOSTER MARINE CONTRACTOR, INC.'s insurance is in excess of your coverage.
- You should carry at least $[enter amount] per occurrence liability coverage. Evidence of insurance coverage is to be provided to either FOSTER MARINE CONTRACTOR, INC. each year, by a copy of your policy's Declaration page or a Certificate of Insurance.
- FOSTER MARINE CONTRACTOR, INC. is not responsible for any physical damage to your vehicle. You must carry your own collision and comprehensive coverage.
- Report your mileage for expense reimbursement.

In the event of an accident:

- Take necessary steps to protect the lives of yourself and others.
- Comply with police instructions.
- Do not assume or admit fault. Others will determine liability and negligence after thorough investigation.
- Report the accident to FOSTER MARINE CONTRACTOR, INC. as soon as possible.

By signing this document you are agreeing that you have read and understood the Vehicle Use policy, and will comply.

Employee's Signature _____ Date _____

FOSTER MARINE CONTRACTOR, INC. is firmly committed to your safety. We will do everything possible to prevent workplace accidents and are committed to providing a safe working environment for you and all employees.

We value you not only as an employee but also as a human being critical to the success of your family, the local community, and FOSTER MARINE CONTRACTOR, INC.

You are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local, and FOSTER MARINE CONTRACTOR, INC. policies and procedures. Failure to comply with these policies may result in disciplinary actions.

Respecting this, FOSTER MARINE CONTRACTOR, INC. will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, FOSTER MARINE CONTRACTOR, INC. subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control policies and programs.
2. Safety and Health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds FOSTER MARINE CONTRACTOR, INC. in higher regard with customers, and increases productivity. This is why FOSTER MARINE CONTRACTOR, INC. will comply with all safety and health regulations which apply to the course and scope of operations.
4. Management is responsible for providing the safest possible workplace for Employees. Consequently, management of FOSTER MARINE CONTRACTOR, INC. is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices, company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions, and assistance from employees where safety and health are concerned.
6. Management and supervisors of FOSTER MARINE CONTRACTOR, INC. will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Toward this end, management must monitor the company's safety and health performance, working environment, and conditions to ensure that program objectives are achieved.
7. Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at FOSTER MARINE CONTRACTOR, INC. must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries and keep each other safe and healthy in the work that provides our livelihood.

By signing this document, I confirm the receipt of FOSTER MARINE CONTRACTOR, INC.'s employee safety handbook. I have read and understood all policies, programs, and actions as described, and agree to comply with these set policies.

Employee Signature _____ Date _____

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

Attachment "G"

Key Personnel & Resumes

JODI M. FELIU
ROYAL PALM BEACH, FL 33414
561-718-3336
EMAIL: JODI@FOSTER-MARINE.NET

PROFESSIONAL EXPERIENCE

July 2014 to Present

Office Manager/ Asst. PM / Asst. Estimator / Qualified License Holder
FOSTER MARINE CONTRACTORS, INC.
Responsible for company's long-term growth, stability and major decisions; Estimating and overseeing projects (ranging from 500k to 16 Million), managing construction of projects to maintain successful profit margins. Responsible for all aspects of operations from estimating to project closeout.

.

Sept 2003 – July 2014

Office Manager / Assistant Project Manager, Chaz Equipment Co., Inc.
Responsible for all aspect of Accounts Payable, Accounts Receivable, Payroll, and Equipment Management. Assisted CPA with monthly/annual close-outs. Worked under the current Estimator and Project Management to successfully assist in bidding projects from 500K to 10 Million, as well as managing the project upon award.

1997 to 2003

Accounts Receivable / Accounts Payable, Ceebraid-Signal Mgmt Group
Responsible for all accounting aspects of Receivables and Payables, Coordinate budgets on project, research and process vendor bids/proposal for projects, reconciliation of company accounts, Advertisement and Marketing, contract negotiations.

ACHIEVEMENTS

- General Contractor, License # CGC1534961

EDUCATION

- Kaplan University – AA in Business Administration (Graduate 2015)
- John I Leonard High School (Graduate 1996)

REFERENCES

- Excellent references are available upon request

MICHAEL CZAJKOWSKI

Objective

Position as a Superintendent in construction, specializing in land development, road building, and underground utilities.

Experience

July 2011 – Present — Foster Marine Contractors, Inc.
West Palm Beach, FL

Superintendent
- Field Operations
- Installation of Water and Sewer mains
- Installation of Storm Drains
- Infrastructure improvements (roadwork, concrete)
- Manhole, Lift Station rehabilitation

April 2000 – July 2011 — Chaz Equipment Company, Inc.
Wellington, FL

Superintendent/ Vice President
- Installation of Water and Sewer mains
- Installation of Storm Drains
- Roadway restoration
- Manhole, Lift Station rehabilitation/Utilizing Sewpercoat PG

June 1997 – March 2000 — Capital Contracting
Troy. MI

Construction Foreman
- Installation of Water and Sewer mains
- Construction of roadways

April 1997 – June 1997 — Posen, Inc.
Utica, MI

Construction Foreman
- Installation of Water and Sewer mains
- Installation of Storm Drains
- Roadway restoration

1992 – 1997 — Chaz Equipment Company Inc.
Delray Beach, FL

Construction Foreman
- Installation of Water and Sewer mains
- Installation of Storm Drains
- Roadway restoration
- Manhole, Lift Station rehabilitation / Utilizing Sewpercoat PG

Education

Stevenson High School – 4 Years (Sterling Heights, MI)
National Institute of Technology – 2 Years (Sterling Heights, MI)
Macomb County Community College – 1 ½ Years
Approved Applicator Certificate – Strong Systems, Inc / Sewpercoat PG Applications (June 1993)
Confined Space Entry Certificate (September 2000)

James C. Solomon, III ("J.C.")
Project Manager
Foster Marine Contractors, Inc.
(561) 683-0034
jc@foster-marine.net

Professional Experience

April 2020 to Present — **Project Manager** — **Foster Marine Contractors, Inc.**

- Manage construction of various projects, including water, sanitary sewer, waste water, and pump station projects
- Assist in project estimating

Projects managed (Contract Value, Start Date, Completion Date)

▪ John Prince Park Campground Ph. 3	$700 K	May 2020	Nov. 2020
▪ Lift Station 48 Rehabilitation	$380 K	Oct. 2020	Mar. 2021
▪ Neighborhood Road Program	$500 K	Feb. 2021	June 2021
▪ Lake Mangonia 42" FM Aerial Crossing	$3.7 M	Apr. 2020	Aug. 2021
▪ Reclaimed Water Delivery Controls	$250 K	Feb. 2021	Aug. 2021
▪ Tuscany Paving & Drainage Imp.	$500 K	Mar. 2021	Oct. 2021
▪ Palm Springs Lift Station Rehabilitation	$1 M	Feb. 2021	Dec. 2021
▪ Briny Breezes Water Main Relocation	$300 K	May 2021	Dec. 2021
▪ Lake Worth Outfall Project	$1.2 M	Apr. 2021	Jan. 2022
▪ Fire Station #9 Fabric Awning	$120 K	Jan. 2022	Mar. 2022
▪ Olympus Drive Force Main	$500 K	Mar. 2021	Apr. 2022
▪ Lake Shore Drive Drainage Imp.	$5.5 M	Jan. 2021	July 2022
▪ Lakeview Avenue Sanitary Sewer Rep.	$1.1 M	Jan. 2022	Aug. 2022
▪ Palm Club Sanitary Sewer	$500 K	Jan. 2022	Aug. 2022
▪ Boynton Beach FM Isolation Valves	$1 M	Oct. 2021	Sep. 2022
▪ Lift Stations 393, 1023, 8168 Imp.	$1.3 M	Jan. 2022	Present
▪ Bluewater Cove Waterview Clearing	$1.5 M	Apr. 2022	Present
▪ Juno Street SW Pump Station	$3.5 M	Apr. 2022	Present
▪ Colonial Estates Water Main Rep.	$2.1 M	Sep. 2022	Present
▪ Pines Village Water Main Imp.	$12.5 M	Jan. 2023	Present

Education

- Florida Coastal School of Law, Jacksonville, Florida, *Juris Doctor* (May 2010)
- Florida State University, Tallahassee, Florida, *B.S. in Psychology* (May 2007)

Certifications

- FDEP Stormwater Erosion and Sedimentation Control Program, Qualified Stormwater Management Inspector (Inspector No. 48507)

FOSTER MARINE CONTRACTORS, INC.
3180 FAIRLANE FARMS ROAD, SUITE 1
WELLINGTON, FLORIDA 33414
561-683-0034 PHONE | 561-683-0335 FAX

Attachment "H"

E-Verify Memorandum of Understanding

E-Verify

Company ID Number: 815089

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Foster Marine Contractors, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

E-Verify

Company ID Number: 815089

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

   a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

E-Verify

Company ID Number: 815089

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

E-Verify

Company ID Number: 815089

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

E-Verify

Company ID Number: 815089

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

E-Verify

Company ID Number: 815089

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

E-Verify

Company ID Number: 815089

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number: 815089

Approved by:

Employer Foster Marine Contractors, Inc.	
Name (Please Type or Print) Robert H Wight	Title
Signature Electronically Signed	Date 09/18/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/18/2014

E-Verify

Company ID Number: 815089

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Foster Marine Contractors, Inc.
Company Facility Address	3180 Fairlane Farms Road Suite 1 Wellington, FL 33414
Company Alternate Address	3180 Fairlane Farms Road Suite 1 Wellington, FL 33414
County or Parish	PALM BEACH
Employer Identification Number	591054370
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

E-Verify

Company ID Number: 815089

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

E-Verify

Company ID Number: 815089

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jodi M Feliu
Phone Number	(561) 683 - 0034 ext. 301
Fax Number	(561) 683 - 0335
Email Address	jodi@foster-manne.net

E-Verify

Company ID Number: 815089

Page intentionally left blank

A. SW 25TH STREET STORMWATER IMPROVEMENTS BID TABULATION

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1.	Mobilization	1	LS	299,106.00	299,106.00
2.	Maintenance of Traffic	1	LS	48,575.00	48,575.00
3.	Survey Stakeout and As-Builts	1	LS	81,925.00	81,925.00
4.	Testing	1	LS	21,750.00	21,750.00
5.	Clearing and Grubbing	1	LS	63,081.00	63,081.00
6.	Erosion Control / SWPPP	1	LS	14,355.00	14,355.00
7.	Remove Catch Basins / manholes	8	EA	1,914.00	15,312.00
8.	Remove 3' Sidewalk	35	SY	29.00	1,015.00
9.	Remove Drainage Pipe 12"-24"	1135	LF	44.00	49,940.00
10.	Behan Park (Remove pumps, fencing, force main and misc.) - complete including disposal	1	LS	215,955.00	215,955.00
11.	Grout fill and abandon existing drainage pipe (up to 24")	90	LF	148.00	13,320.00
12.	Cut / Cap Existing Drainage Pipe (12" - 24")	7	EA	1,390.00	9,730.00
13.	Drainage Manhole C-5 w/ USF 580 Ring & Cover	6	EA	8,223.00	49,338.00
14.	Drainage Inlet C-5 w/ USF 4155-6210 Frame & Grate	4	EA	8,171.00	32,684.00
15.	Drainage Manhole M-4 w/ USF 580 Ring & Cover	0	EA		0.00
16.	Drainage Manhole M-5 w/ USF 580 Ring & Cover	0	EA		0.00
17.	Drainage Inlet M-5 w/ USF 4155-6210 Frame & Grate	1	EA	8,690.00	8,690.00
18.	Drainage Manhole M-6 w/ USF 580 Ring and Cover	0	EA		0.00
19.	M-6 Control Structure w/ USF 580 Ring and Cover	1	EA	10,377.00	10,377.00
20.	7' x 6' Control Structure w/ (2) USF 580 Ring and Cover	0	EA		0.00
21.	5' x 6' Control Structure w/ USF 1120T	0	EA		0.00
22.	7' x 8' Control Structure w/ (2) USF 580 Ring and Cover	1	EA	52,026.00	52,026.00
23.	Type M-4 MH Control Structure w/ USF 580 Ring and Cover	0	EA		0.00
24.	Type D Inlet W/ USF 6626 Grate	2	EA	7,870.00	15,740.00
25.	Type D Inlet W/ USF6626 Grate & Conc. Apron	1	EA	8,812.00	8,812.00
26.	5'x5.5' Rect. Inlet w/ USF 4155-6210 Frame & Grate	2	EA	8,722.00	17,444.00

27.	15'x7' Rect. MH (trash Rach Chamber) w/ (1) USF 1120T Slab Top Ring & Hatch Cover and (1) H-20 Rated Aluminum Hinged Access Cover	1	EA	146,247.00	146,247.00
28.	15" Contech A2000 PVC Solid	0	LF		0.00
29.	18" Contech A2000 PVC Solid	0	LF		0.00
30.	24" Contech A2000 PVC Solid	52	LF	391.00	20,332.00
31.	30" Contech A2000 PVC Solid	0	LF		0.00
32.	36" Contech A2000 PVC Solid	680	LF	500.00	340,000.00
33.	36" Contech A2000 PPVC (8'w x 6'H Exfiltration Trench)	369	LF	715.00	263,835.00
34.	36" Contech A2000 PPVC (10'w x 6'H Exfiltration Trench)	517	LF	730.00	377,410.00
35.	36" Contech A2000 PPVC (10'w x 5.5'H Exfiltration Trench)	0	LF		0.00
36.	24" Contech A2000 PPVC (10'w x 6'H Exfiltration Trench)	0	LF		0.00
37.	30" Contech A2000 PPVC (8'w x 6'H Exfiltration Trench)	0	LF		0.00
38.	Connect to Existing Drainage	4	EA	2,045.00	8,180.00
39.	36" CAP	56	LF	502.00	28,112.00
40.	48" RCP	26	LF	956.00	24,856.00
41.	30" PRB	0	EA		0.00
42.	36" PRB	0	EA		0.00
43.	42" PRB	9	EA	3,611.00	32,499.00
44.	36" Tideflex Checkvalve (Series TF-1) - Installed complete	1	LF	47,212.00	47,212.00
45.	Water Main relocations / adjustments (complete: including all testing, compaction, restoration, sample points)	45	LF	839.00	37,755.00
46.	Utility Relocations Adjustments	72	LF	924.00	66,528.00
47.	Storm Sewer Pump Station (14" GV and Concrete Plug on 48" RCP Inflow)	1	LS	31,470.00	31,470.00
48.	14" DIP (Class 350) (open cut forcemain)	900	LF	503.00	452,700.00
49.	20" DIP (Class 350) (open cut forcemain)	50	LF	817.00	40,850.00
50.	Forcemain DIP fittings	1.5	TN	37,910.00	56,865.00
51.	Seawall Reconstruction (Design Build complete including all permitting)	1	LS	67,715.00	67,715.00
52.	Pavement Marking and Signage	1	LS	21,750.00	21,750.00
53.	Construction Contingency	1	LS	250,000.00	250,000.00
54.	**TOTAL**				3,343,491.00

SERVICE AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this _day of _____ 2025, by and between:

TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";

and

SOUTHEASTERN ENGINEERING CONTRACTORS, INC. a Florida corporation, with a principal address of 14375 S.W. 120 Street, Miami, FL 33186 hereinafter "Contractor," who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as "party" or collectively as "parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Town and Contractor agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1. The Town advertised its notice to bidders of the Town s desire to hire a firm to replace the sanitary sewer forcemain on S.W. 30th Street , as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, for the said bid entitled:
2. SW 25th Street Stormwater Improvements (RFP #25-01) RFP No. 25-01R

3. On the March 27, 2025, the Town Commission designated Contractor as being the most responsible proposer submitting a responsive proposal most advantageous and in the best interests of the Town; and
4. Negotiations pertaining to the services to be performed by the Contractor were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 Contractor hereby agrees to perform the services for theSW 25th Street Stormwater Improvements**,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, RFP 24-06RRFP No. 25-01R, attached hereto and made a part hereof as **Exhibit "A"** and Contractor's response thereto, attached hereto and made a part hereof as **Exhibit "B."** Contractor agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 Contractor hereby represents to Town, with full knowledge that Town is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement.

2.4 Contractor assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the Town promptly advises Contractor thereof in writing, Contractor agrees to re-perform such deficient services without charge to the Town.

2.5 Contractor shall not utilize the services of any sub-consultant without the prior written approval of Town.

ARTICLE 3

TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution and shall terminate in accordance with the provisions set forth in Exhibit "A."

3.2 In accordance with Exhibit "A," this Agreement may be terminated by either party for cause, or by the Town for convenience, upon thirty (30) days' written notice by the Town to Contractor, in which event the Contractor shall be

paid its compensation for services performed to termination date. [NOTE: Contractor may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Contractor shall become the property of Town and shall be delivered by Contractor to Town immediately.

3.4 SCRUTINIZED COMPANIES. Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subContractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subContractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 Contractor shall be entitled to invoice Town in accordance with terms set forth in Exhibit “A.” The total compensation for this project shall not exceed .

4.2 Town will make its best efforts to pay Contractor within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to Contractor at:

SOUTHEASTERN ENGINEERING CONTRACTORS, INC.
principal address of 14375 S.W. 120 Street, Miami, FL 33186

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 Town or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Exhibit "A," to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the Town, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the Contractor be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

INDEMNIFICATION

6.1 Contractor shall indemnify and save harmless and defend the Town, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the Town or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of Contractor, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by Contractor pursuant to this Agreement.

6.2 Contractor shall indemnify Town for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. Contractor will defend and/or settle at its own expense any action brought against the Town to the extent that it is based on a claim that products or services furnished to Town by Contractor pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 Contractor’s aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by Contractor, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The Town’s rights and remedies and Contractor’s liabilities as set forth in this Agreement, are

exclusive, and the Town hereby releases Contractor from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7
INSURANCE

Contractor shall comply with all insurance requirements set forth in Exhibit “A.”

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent Contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor activities and responsibilities hereunder provided, further that administrative procedures applicable to Contractor’s services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with Town, State, H.U.D., or United States policies, rules or regulations relating to the use of Contractor 's Funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the Town and the Town will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The Town of Pembroke Park is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

10.1.1 Keep and maintain public records required by the Town to perform the service;

10.1.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the Town; and

10.1.4 Upon completion of the contract, Contractor shall transfer to the Town, at no cost to the Town, all public records in Contractor possession. All records stored electronically by the Contractor must be provided to the Town, upon request from the Town custodian of public records, in a format that is compatible with the information technology systems of the Town.

10.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

TOWN CLERK
9150 SW 52nd Avenue Pembroke Park, FL 33023 (954) 966-4600
townclerk@tppfl.gov

ARTICLE 11
FEMA REQUIREMENTS

Any reference made to Contractor in this section shall also apply to any SubContractor under the terms of this Contract. Contractor shall be responsible for the compliance by any subContractor or lower tier subContractor with all of these contract clauses:

11.1 If reimbursement is denied to Town due to Contractor's negligence, including failure to comply with this Article, Contractor upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the Town, shall reimburse Town for amounts denied due to Contractor's negligence. This obligation shall survive the term or termination of this Agreement.

11.2 Notwithstanding anything to the contrary set forth herein, Contractor shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

11.2.1 Equal Employment Opportunity: During the performance of this contract, Contractor agrees as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national

origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor 's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor 's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be

declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subContractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a

subContractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11.2.2 Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week.

11.2.3 Copeland "Anti-Kickback" Act: Contractor shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and SubContractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. TOWN must report all suspected or reported violations to the Federal awarding agency.

11.2.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(1) Overtime requirements. No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or

mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subContractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. TOWN shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in paragraphs (1) through (4) of this section."

11.2.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). TOWN will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Clean Air Act.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the TOWN and understands and agrees that the TOWN will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

11.2.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(1) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by TOWN. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and TOWN, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

11.2.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

11.2.8 Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

11.2.9 Recovered Materials.

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule

(ii) Meeting Contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

11.2.10 Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

11.2.11 Pursuant to 44 CFR 13.36(i)(8), Contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

11.2.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The Contractor agrees to provide the Town, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the Town, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11.2.13 No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to

the Town, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subContractor who will be subject to its provisions.

11.2.14 DHS Seal, Logo, and Flags. The Contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11.2.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11.2.16 Fraudulent Statements. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this Contract.

ARTICLE 12
MISCELLANEOUS

12.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Town whether or not the project for which they are made is completed. Town hereby agrees to use Contractor's work product for its intended purposes.

12.2 Records. Contractor shall keep such records and accounts and require any and all subContractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by Town and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by Town of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of Town. For purposes of this Agreement, any change of ownership of Contractor shall

constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.4 No Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Contractor and Town designate the following as the respective places for giving of notice:

For Town: David Lynch Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue Pembroke Park,
FL 33023
dlynch@tppfl.gov

Copy to: Jacob G. Horowitz,
Town Attorney Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor: Eduardo Dominguez - President/CEO
SOUTHEASTERN ENGINEERING CONTRACTORS, INC.
14375 S.W. 120 Street, Miami, FL 33186
eddie@southeasterneng.com

12.6 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.10 Extent of Agreement. This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

12.11 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12.13 Employment Verification. Contractor certifies that it is aware of and complies with the
requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

1. “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a contractor or consultant.

2. “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

3. “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E- verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town; and

3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

TOWN OF PEMBROKE PARK

APPROVED AS TO LEGAL FORM:

BY: _____

JACOB G. HOROWITZ - Town Attorney

BY: _____

MAYOR ASHIRA MOHAMMED

SOUTHEASTERN ENGINEERING CONTRACTORS, INC.

BY: _____

Name: _____

Title:

STATE OF) COUNTY OF)
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of □ physical presence or □ online notarization, on this day of , 2025, as of , and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of , as of and who is personally known to me or has produced as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this day of , 2025.

NOTARY PUBLIC
Print or Type Name
My Commission Expires:

TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSTRUCTION CONTRACTS
(SURTAX PROJECT # PPRK-02 RFP # 25-01R)

This Transportation Surtax Addendum ("Addendum") is between the TOWN OF PEMBROKE PARK, a municipality of the State of Florida ("Municipality"), and SOUTHEASTERN ENGINEERING CONTRACTORS, INC. ("Contractor") (each a "Party" and collectively referred to as the "Parties").

GENERAL CONTRACT TERMS

A. The solicitation, purchase order, or contract between Contractor and Municipality for Surtax Project# PPRK-002 (all of which shall be referred to in this Addendum as "the Contract" or "this Contract") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). The Construction Contract is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of the Florida Statutes, other laws and regulations governing procurement activities, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida ("Broward County") and Municipality to provide for funding of the Project (the "Funding Agreement").

B. The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties' Construction Contract and all other Contract Documents. All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statutes, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

C. Contractor agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

D. In the event of any conflict between the terms contained in this Addendum and those contained in any of the Contract Documents, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

E. The Parties agree to perform their respective obligations under the Contract Documents in accordance with the terms provided in this Addendum.

ARTICLE 1. DEFINITIONS

Whenever the following terms appear in this Addendum, the intent and meaning shall be interpreted as follows:

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, including as may be amended from time to time.

1.2. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.

1.3. **Board** means the governing body of Municipality, its successors and assigns.

1.4. **Code** means the Broward County Code of Ordinances.

1.5. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.6. **Consultant** means the architect or engineer who has contracted with Municipality or who is an employee of Municipality, and provides professional services for this Project.

1.7. **Contract Administrator** means Town Manager or such other person designated by Town of Pembroke Park in writing.

1.8. **Contract Documents** means the official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes the Contract, any contract supplement general conditions, and supplemental general conditions, the Scope of Work, invitation to bid, amendments and addenda, standard instructions for vendors, special instructions for vendors, Plans, Drawings, exhibits, general requirements, technical specifications, bid forms, record of award by the Board, bonds, notice of award, Notice(s) to Proceed, supplements, representations and certifications, certificates, project forms, closeout forms, purchase order(s), Change Order(s), Field Order(s), special provisions, BIM and electronic media submittal requirements, documents incorporated into the Construction Contract by reference and/or as an exhibit, and any additional documents required by Broward County or Municipality, or for the Project.

1.9. **Contract Price** means the amount established in the bid submittal and award by the Board, as may be amended by Change Order.

1.10. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Addendum, as may be amended by Change Order.

1.11. **County Business Enterprise** or **CBE** means a small business certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, of the Code.

1.12. **Field Order** means a written order of minor changes in the Work that does not involve a change in the Contract Price or Contract Time.

1.13. **Final Completion** means the date certified by Consultant in the Final Certificate of Payment as the date upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents.

1.14. **Materials** means physical items incorporated in this Project or used or consumed in the performance of the Work.

1.15. **Municipality Manager** means the official appointed by the Municipality who directs the administration of the Municipality.

1.16. **Notice(s) to Proceed** means a written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.17. **OESBD** means Broward County's Office of Economic and Small Business Development.

1.18. **Plans** or **Drawings** means the official graphic representations of this Project.

1.19. **Purchasing Director** means Municipality's Finance Director or designee authorized to execute Work Authorizations.

1.20. **Project** means the construction project described in the Contract Documents, including the Work described therein.

1.21. **Project Initiation Date** means the date upon which the Contract Time commences.

1.22. **Punch List** means a document developed by Consultant and the Contract Administrator and provided to Contractor simultaneously with, or within thirty (30) to forty-five (45) calendar days after, the issuance of a Certificate of Substantial Completion or Partial Substantial Completion, that lists Work that Contractor has yet to complete or that does not conform to the Contract Documents and that Contractor must complete or correct, as indicated in the document, to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable.

1.23. **Scope of Work** means the labor, materials, equipment, services, and incidentals necessary to complete the Project and perform the Work as provided in the Contract Documents.

1.24. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, of the Code.

1.25. **Subcontractor** means any person, firm or corporation, including subconsultants, having a direct contract with Contractor, regardless of tier, to perform all or any portion of the work described in the Contract Documents, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.26. **Substantial Completion** means that date, as certified in writing by Consultant and as finally determined by Contract Administrator in the Contract Administrator's sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and Municipality or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy will not, by itself, constitute the achievement or date of Substantial Completion.

1.27. **Surety** means the surety company or individual that is bound by the performance bond and payment bond with and for Contractor that is primarily liable for satisfactory performance of the Work, and which surety company or individual is responsible for Contractor's satisfactory performance of the Work under this Contract and for the payment of all debts and other obligations pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.28. **Work** means the construction and other services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2. EXHIBITS

Exhibit A - List of CBE/SBE Certified Firms
Exhibit B - Forms 1-14
Exhibit C - Additional Forms:
- Statement of CBE/SBE Assurance
- Scrutinized Companies List Certification

ARTICLE 3. CONTRACT TIME

3.1. Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by Municipality's Purchasing Director and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor submits to Municipality all required documents and after execution of this Contract by both Parties. Preliminary Work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of Work that does not require permits, shall commence within ten (10) days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for additional Work. Except for the reimbursement of permit application fees, impact fees, and performance and payment bond premiums as may be provided for in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.

3.2. Time is of the essence for Contractor's performance under this Contract. Contractor must obtain Substantial Completion of the Work within Three Hundred Thirty-Four (334) days after the Project Initiation Date specified in the second Notice to Proceed, and Final Completion within Three Hundred Sixty-Five (365) days after Substantial Completion.

3.3. Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, as extended by any approved time extensions, Contractor shall pay to Municipality the sum of $500.00 for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work and obtain Final Completion within the deadline stated in Section 3.2, as extended by approved time extensions thereof, Contractor shall pay to Municipality the sum of $500.00 for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Municipality for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Municipality as a consequence of Contractor's failure to timely obtain Substantial Completion, Final Completion, or both; and (2) both Parties' desire to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to achieve Substantial Completion, Final Completion, or both, on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for Substantial Completion, Final Completion, or both, is given. Liquidated damages do not address costs incurred by Municipality or Consultant: (a) due to an audit conducted pursuant to Article 9 of the General Conditions; or (b)

in having Consultant administer the construction of the Project beyond the deadlines for Substantial Completion, Final Completion, or both. Contractor is separately responsible to Municipality for the actual costs referenced in (a) or (b) above, pursuant to Section 3.5.

3.4. Municipality may, but is not obligated to, deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as Municipality may, in its sole discretion, deem just and reasonable.

3.5. Separate and apart from the liquidated damages stated in Section 3.3, Contractor shall also reimburse Municipality for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified Section 3.2, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between Municipality and Consultant. Municipality may, but is not obligated to, deduct such costs from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by Municipality as costs are incurred by Consultant and agreed to by Municipality.

3.6. If Municipality elects not to deduct all or a portion of either the Liquidated Damages or the Consultant costs incurred by Municipality beyond the completion dates, as described in Section 3.5, from other monies due Contractor from Municipality, Contractor must pay the claimed amounts within thirty (30) days after demand by the Contract Administrator.

ARTICLE 4. PROGRESS PAYMENTS

4.1. Contractor may make an application for payment ("Application for Payment"), at intervals of not more than once a month, for Work completed on the Project during the preceding interval. Contractor shall, where the Project involves CBE or SBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed on the Project by such Subcontractors during the preceding monthly interval. Contractor's Applications for payment must show a complete breakdown of the Project components, the quantities completed during the applicable interval, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or Contract Administrator. At a minimum, Contractor shall submit with each Application for Payment: an updated progress schedule acceptable to Consultant as required by the Contract Documents; a Certification of Payments to Subcontractors Form (Form 9); a statement indicating the cumulative amount of CBE or SBE participation to date; and a release of liens relative to the Work that was the subject of any previous Applications for Payment or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, the Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form) to whom payment has not been made, explaining the good cause why payment was not made. When applicable, each Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (Form 8A or 8B). Each Application for Payment shall be submitted to the Town for approval as follows:

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified herein, and, if approved, payment for the undisputed portion(s) of the Application for Payment shall be due twenty (20) business days after the date on which the Application for Payment is stamped received. At the end of the twenty (20) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, excepting any portions that Municipality determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, Municipality shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify each deficiency and the action necessary by Contractor to cure each deficiency. If Contractor submits a request that corrects each deficiency, the corrected Application for Payment must be paid or rejected within ten (10) business days after the corrected Application for Payment is stamped as received. Any dispute between Municipality and Contractor shall be communicate in writing and resolved pursuant to the dispute resolution procedure set forth in the Contract Documents.

4.2. Prior to issuance of the Punch List, Municipality may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant. Any interest earned on retainage shall accrue to the benefit of Municipality.

4.3. If the Summary of Terms and Conditions indicates that Materials and equipment will be stored at the Project site, as payment for such storage, Contractor shall receive payment equal to ninety percent (90%) of the invoiced amount of the Materials and equipment in the manner set forth in this paragraph. The invoiced amount shall be based on the value of all acceptable Materials and equipment not yet incorporated in the Work but delivered and suitably stored at the Project site and scheduled for installation on-site within thirty (30) days after the date of the Application for Payment. Copies of the supplier's invoices for the Materials and equipment shall be included with the Application for Payment.

4.4. Notwithstanding any provision of this Contract to the contrary, Municipality may withhold payment, in whole or in part, in accordance with Applicable Law, as a consequence of Contractor's material breach of any obligation under the Contract Documents, or to such extent as may be necessary to protect itself from loss on account of:

4.3.1. Inadequate or defective Work not remedied.

4.3.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Municipality relating to Contractor's performance.

4.3.3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.

4.3.4. Damage to another contractor not remedied.

4.3.5. Liquidated damages and costs incurred by Consultant for extended construction administration.

4.3.6. Failure of Contractor to provide any document(s) required by the Contract Documents.

When the above grounds are removed or resolved to the satisfaction of the Contract Administrator, any applicable withheld payment shall be made to the extent otherwise due.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

5.1. Consultant shall conduct an inspection within ten (10) days after receipt of written notice from Contractor that all Work described in the Punch List has been completed and the Work is ready for final inspection and acceptance. A Final Certificate of Payment (Form 11) for the Work, or the applicable phase thereof, shall be issued if Consultant and Contract Administrator find that: (a) the Work is acceptable; (b) the requisite documents have been submitted; (c) the requirements of the Contract Documents are fully satisfied; and (d) all conditions of the permits and regulatory agencies have been met. Such Final Certificate of Payment (Form 11) shall be issued by Consultant, under its signature, stating that the applicable requirements of the Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

5.2. Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant the following final payment package: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the applicable Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor's behalf; the final corrected as-built Drawings; the final bill of Materials, if required, and the final Application for Payment. This final payment package must include the certification document titled Final List of Non-Certified Subcontractors and Suppliers (Form 13), which must be signed and notarized by Contractor. A list of all noncertified Subcontractors and suppliers used must be attached to this certified document.

5.3. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, Municipality shall, upon certification of Consultant, and without terminating this Contract, make payment of the balance due for any portion of the

Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of any claims by Municipality.

5.4. Final payment shall be made only after the Board or Municipality's Purchasing Director, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

ARTICLE 6. PERFORMANCE AND PAYMENT BOND

6.1. Within ten (10) days after being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (Form 1) and Payment Bond (Form 2). Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to Municipality the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, and Subcontractors employed pursuant to this Project. Each bond shall be with a surety company that is qualified pursuant to Article 7. Each Bond must name "Broward County" as an additional obligee.

6.2. Each bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond provided to ensure that Contractor will, upon notification by Municipality, correct any defective or faulty Work or Materials that appear within one (1) year after Final Completion of this Contract.

6.3. Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the Official Records of Broward County and provide Municipality with evidence of such recording.

6.4. In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit. Such alternate forms of security shall be subject to the approval of Municipality and for same purpose, and shall be subject to the same conditions as those applicable above, and shall be held by Municipality for one (1) year after completion and acceptance of the Work.

ARTICLE 7. QUALIFICATION OF SURETY

7.1 For all Bid Bonds, Performance Bonds, and Payment Bonds over Five Hundred Thousand Dollars ($500,000.00):

7.1.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least the past five (5) years.

7.1.2 The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify as a proper surety herein, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. §§ 223.10, 223.11). Further, the surety company shall provide Municipality with evidence satisfactory to Municipality that such excess risk has been protected in an acceptable manner.

7.1.3 A surety company that is rejected by Municipality may be substituted by the Bidder or proposer with a surety company acceptable to Municipality, but only if the bid amount does not increase.

7.1.4 All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications according to the latest edition of Best's Insurance Guide, published by AM Best Company, Oldwick, New Jersey:

Amount of Bond	Municipality Policy Holder's Ratings Strength/Financial Size
$500,001 to $1,500,000	**A/ III**
$1,500,001 to $2,500,000	**A/ VI**
$2,500,001 to $5,000,000	**A/ VII**
$5,000,001 to $10,000,000	**A/ VIII**
Over $10,000,000	**A/ IX**

7.2 For projects that do not exceed Five Hundred Thousand Dollars ($500,000.00), Municipality may accept a Bid Bond, Performance Bond, or Payment Bond from a surety company that has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit (Form 4) so certifying should be submitted with the Bid Bond, Performance Bond, or Payment Bond.

7.3 More stringent requirements of any grantor agency may be set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this Article 7 shall apply.

ARTICLE 8. SUPERINTENDENCE AND SUPERVISION

8.1. Municipality's instructions are to be given through Consultant, which instructions Contractor must strictly and promptly follow in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent and any necessary assistants, all of whom must be satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor, and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention.

8.2. On a daily basis, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project site; visitors to the Project site, including representatives of Municipality, Consultant, or regulatory representatives; any event that caused or contributed a delay to the critical path of the Project; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink, unless otherwise approved by Consultant. The daily log shall be kept on or accessible from the Project site and shall be available at all times for inspection and copying by Municipality and Consultant.

8.3. The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks (or as otherwise determined by the Contract Administrator) during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

8.4. If Contractor, in the course of performing the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Consultant, in writing, and Consultant will promptly review same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk, without entitlement to reimbursement or compensation.

8.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

ARTICLE 9. PROJECT RECORDS AND RIGHT TO AUDIT

9.1 Audit Rights and Retention of Records. Contractor and all Subcontractors shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration

or termination of this Contract or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with Municipality. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this article may be performed by any representative of Municipality and/or County (including any outside representative engaged by either entity). Municipality and County may conduct audits or inspections at any time during the term of this Contract and for a period of three (3) years after the expiration or termination of this Contract (or longer if required by Applicable Law, Municipality and/or County). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Contractor's employees, Subcontractors, vendors, or other labor.

9.2 Municipality and County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Contractor hereby grants Municipality and County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by Municipality or County, with seventy-two (72) hours' advance notice. Contractor agrees to provide adequate and appropriate workspace for such review. Contractor shall provide Municipality and County with reasonable access to Contractor's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract. Contractor shall make all Contract Records available electronically in common file formats or via remote access if, and to the extent, requested by Municipality.

9.3 Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Contract. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Contract, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

a) Compliance with Contract
b) Compliance with Municipality's code of ethics
c) Compliance with Contract provisions regarding the pricing of Change Orders
d) Accuracy of Contractor representations regarding the pricing of invoices
e) Accuracy of Contractor representations related to claims submitted by Contractor including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to Municipality, in order to facilitate efficient use of Municipality resources when reviewing or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

9.4 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment reliant upon such entry.

9.5 If an audit inspection or examination reveals overpricing or overcharges to Municipality of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed, in addition to adjusting for the overcharges, Contractor shall pay the reasonable cost of the audit. Any adjustments or payments due as a result of any such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Contractor.

9.6 Contractor shall, by written contract, require all Subcontractors to agree to the requirements and obligations of this Article 9.

ARTICLE 10. DIFFERING SITE CONDITIONS

If during the course of the Work Contractor encounters (1) subsurface or concealed conditions at the Project site that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator and Consultant in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of the Contract Documents. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of Substantial Completion.**

ARTICLE 11. LOCATION AND DAMAGE TO EXISTING FACILITIES

11.1. Utility lines in the Project area have been shown on the Plans. However, Municipality does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional payment due to discrepancies between actual location of utilities and Plan location of utilities.

11.2. Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.

11.3. Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.

11.4. Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. Municipality reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. Municipality's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

ARTICLE 12. CHANGE ORDERS

12.1 Changes in the quantity or character of the Work within the scope of the Project that cannot be accomplished by means of Field Orders or Supplemental Instructions, including all changes resulting in changes to the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Municipality's Procurement Code, as amended from time to time.

12.2 Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by Municipality. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth in the Change Order.

12.3 If satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, Municipality may, at its sole option, either terminate this Contract as it applies to the items in question and make such arrangements as Municipality deems necessary to complete the work associated with the disputed item or submit the matter in dispute to Consultant as set forth in the Contract.

12.4 Under circumstances determined necessary by Municipality, Change Orders may be issued unilaterally by Municipality. During the pendency of the dispute, and upon receipt of a Change Order from Municipality, Contractor shall promptly proceed with the change in the Work involved and advise Consultant and Contract Administrator in writing within seven (7) days after receipt of the Change Order of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

12.5 On approval of any Contract change increasing the Contract Price, Contractor shall promptly ensure that the performance bond and payment bond are increased so that each

reflects the total Contract Price as increased. Contractor will promptly provide Municipality such updated bonds.

ARTICLE 13. VALUE OF CHANGE ORDER WORK

13.1. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

13.1.1. If the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 13.7.

13.1.2. By mutual acceptance of a lump sum, which sum Contractor and Municipality acknowledge contains a component for overhead and profit.

13.1.3. On the basis of the "Cost of Work," determined as provided in Sections 13.2 and 13.3, plus a Contractor's fee for overhead and profit as determined in Section 13.4.

13.2. The term "Cost of Work" means the sum of all direct costs necessarily incurred and paid by Contractor (or, if applicable, Subcontractor) in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by Municipality, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in Section 13.3.

13.2.1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by Municipality and Contractor. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized in advance by Municipality.

13.2.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Municipality deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to Municipality. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Municipality, and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery, and the parts thereof, whether rented by Contractor, in

accordance with rental agreements approved by Municipality with the advice of Consultant, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. Municipality will not be responsible for the cost of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

13.2.3. If required by Municipality, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor, and shall deliver such bids to Municipality who will then determine, with the advice of Consultant, which bids will be accepted. If the subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the Subcontractor's Cost of Work shall be determined in the same manner as Contractor's Cost of Work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

13.2.4. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

13.2.5. Supplemental costs including the following:

13.2.5.1. All materials, supplies, equipment, machinery, appliances, office and temporary facilities, including transportation and maintenance thereof, at the site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.

13.2.5.2. Sales, use, or similar taxes related to the Work, imposed by any governmental authority, for which Contractor is liable.

13.2.5.3. The cost of utilities, fuel, and sanitary facilities at the site.

13.2.5.4. Cost of premiums for additional bonds and insurance required because of changes in the Work.

13.3. The term "Cost of Work" shall not include any of the following:

13.3.1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office, for general administration of the Work that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 13.2.1, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.

13.3.2. Expenses of Contractor's principal and branch offices other than Contractor's field office at the Project site.

13.3.3. Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.

13.3.4. Cost of premiums for all bonds and for all insurance, whether Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.

13.3.5. Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and repairing or remedying any damage to property.

13.3.6. Other overhead or general expense costs of any kind.

13.4. Contractor's fee for overhead and profit shall be determined as follows:

13.4.1. A mutually acceptable fixed fee, or if no fixed fee can be agreed upon;

13.4.2. A fee based on the following percentages of the various portions of the cost of the Work:

13.4.2.1. For costs incurred under subsections 13.2.1 and 13.2.2, Contractor's fee shall not exceed ten percent (10%).

13.4.2.2. For costs incurred under subsection 13.2.3, Contractor's fee shall not exceed seven and one-half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

13.4.2.3. No fee shall be payable on the basis of costs itemized under subsections 13.2.4 and 13.2.5 (except subsection 13.2.5.3) and Section 13.3.

13.5. The amount of credit to Municipality for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.

13.6. Whenever the cost of any Work is to be determined pursuant to Sections 13.2 and 13.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

13.7. If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

13.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.

13.8.1. Such cost estimate shall include a breakdown listing the quantities and unit prices for materials, labor, equipment, and other items of cost.

13.8.2. Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.

13.9. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "Cost of Work."

ARTICLE 14. NO DAMAGES FOR DELAY

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against Municipality by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Municipality for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of Municipality or its Consultant.

ARTICLE 15. NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

15.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Contract Administrator and Consultant (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that

the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence the event giving rise to the claim. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price within twenty (20) days after receipt of the Claim Notice by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant within five (5) days after the date of impasse in accordance with the Contract Documents. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

15.2 The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is made in accordance with Section 15.1. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by Municipality, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God**.**

ARTICLE 16. EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

16.1 Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 15 hereof. Failure of Contractor to comply with Article 15 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

16.1.1 Compensable Excusable Delay. Excusable Delay is compensable when (a) the delay extends the Contract Time; (b) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendor; and (c) is caused solely by fraud, bad faith, or active interference on the part of Municipality or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 13 hereof.

Municipality and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay,

and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be Five Hundred Dollars ($500) per day for each day this Contract is delayed due to a Compensable Excusable Delay.

16.1.2 Non-Compensable Excusable Delay. When Excusable Delay is (a) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and vendors; (b) caused by circumstances beyond the control of Municipality or Consultant; or (c) caused jointly or concurrently by Contractor or its Subcontractors, suppliers, or vendors and by Municipality or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

ARTICLE 17. DOMESTIC PARTNERSHIP REQUIREMENT

Unless this Contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, of the Code ("Act"), or will be paid with State-appropriated funds, Contractor certifies and represents that it will at all times comply with the provisions of the Act, and the contract language referenced in the Act is deemed incorporated in this Contract as though fully set forth in this section. The failure of Contractor to comply shall be a material breach of this Contract, entitling Municipality to pursue any and all remedies provided under Applicable Law including, but not limited to (1) retaining all monies due or to become due Contractor until Contractor complies; (2) termination of this Contract; and (3) suspension or debarment of Contractor.

ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

18.1. Contractor or Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Contract, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Part 26. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors.

18.2. By January 1 of each year, Contractor must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by Municipality), available at https://www.broward.org/econdev/Pages/forms.aspx, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

18.3. Contractor shall comply with all applicable requirements in Section 1-81, of the Code, in the award and administration of this Contract. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Contract, which shall permit

Municipality to terminate this Contract or exercise any other remedy provided under this Contract or Applicable Law, all such remedies being cumulative.

18.4. Contractor must meet or exceed the required CBE or SBE goal by utilizing the CBE or SBE firms listed in Exhibit A (or a CBE/SBE firm substituted for a listed firm, if permitted) for ____ percent (__%) of total Work under this Contract (the "Commitment"). In performing the Work, Contractor shall utilize the CBE or SBE firms listed in Exhibit A for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Contract by Municipality, Contractor shall enter into formal contracts with the CBE or SBE firms listed in Exhibit A and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

18.5. Each CBE or SBE firm utilized by Contractor to meet the CBE or SBE goal must be certified by OESBD. Contractor shall inform Municipality immediately when a CBE or SBE firm is not able to perform or if Contractor believes the CBE or SBE firm should be replaced for any other reason, so that OESBD can review and verify the good faith efforts of Contractor to substitute the CBE or SBE firm with another CBE or SBE firm. Whenever a CBE or SBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE or SBE firm in order to meet the CBE or SBE goal, unless otherwise provided in this Contract or agreed to in writing by the Parties. Such substitution shall not be required if the termination results from modification of the scope of services and no CBE or SBE firm is available to perform the modified scope of services; in which event, Contractor shall notify OESBD, and OESBD may adjust the CBE or SBE goal by written notice to Contractor. Contractor shall not terminate a CBE or SBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

18.6. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Municipality, such liquidated damages amount shall be either credited against any amounts due from Municipality, or must be paid to Municipality within thirty (30) days after written demand. These liquidated damages shall be Municipality's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the Scope of Work by Municipality,

or inability to substitute a CBE or SBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

18.7. Contractor acknowledges that County, may make minor administrative modifications to Section 1-81, of the Code, which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify Municipality in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

18.8. OESBD may modify the Commitment in connection with any amendment, extension, modification, or change order to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial Contract price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE or SBE firms in work resulting from any such amendment, extension, modification, or change order, and shall report such efforts, along with evidence thereof, to OESBD.

18.9. Contractor shall provide monthly utilization reports, using the form available at https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx, to the Contract Administrator, to OESBD at SBCOMP@broward.org, and to the Small Business Specialist designated by the Contract Administrator. In addition, Contractor shall allow Municipality and OESBD to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

18.10. The Contract Administrator may withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE or SBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment.

ARTICLE 19. SUPPLEMENTAL REQUIREMENTS

19.1 Prevailing Wage Rate Ordinance - This Project is not federally or state funded. If the price of this Contract is in excess of $250,000.00, the following sections shall apply:

19.1.1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as the most recently published in the Federal Register.

19.1.2. All mechanics, laborers, and apprentices, employed or working on the site of the Work, shall be paid in accordance with the above referenced wage rates. Contractor shall

post this section of the Contract (Supplemental Wage Requirements) at the site of the Work in a prominent place where it can be easily seen by the workers.

19.1.3. If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices that will be used on the Work site, the Contract Administrator shall submit the question, together with its recommendation, to the Municipality Manager for final determination, which shall be binding.

19.1.4. If the Contract Administrator determines that any laborer or mechanic or apprentice employed by Contractor or any Subcontractor on the site of the Work has been or is being paid wages less than the rate of wages required by the Prevailing Wage Ordinance, Section 26-5 of the Broward County Code of Ordinances, as amended, the Contract Administrator may (1) by written notice to Contractor direct Contractor to terminate the Work or such part of Work for which there has been a failure to pay said required wages; and (2) contract with another party to perform the Work or portion thereof to completion. Whereupon, Contractor and its Sureties shall be liable to Municipality for any and all costs incurred by Municipality to complete such Work to the extent such costs exceed any amounts that Contractor would be due for performance of such Work.

19.1.5. Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such records for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; the employee's current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

19.1.6. Contractor shall submit, with each application for payment, a signed and sworn "Statement of Compliance" (Form 8A) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County Code of Ordinances, as amended.

19.1.7. The Contract Administrator may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the Work, the full amount of wages required by this Contract.

19.1.8. If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by this Contract, the Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

ARTICLE 20. MISCELLANEOUS

20.1. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

20.2. Living Wage Requirement. To the extent Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Contractor agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

20.3. Polystyrene Products Ban. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

20.4. Entities of Foreign Concern. The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Contract. Contractor represents and certifies: (a) Contractor is not owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in Contractor; and (c) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to Municipality executed affidavit(s) under penalty of perjury, in a form approved by Municipality attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper Application for Payment for purposes of Article 5. Terms used in this section that are not otherwise defined in this Contract shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

20.5. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the duration of this Contract.

20.6. Regulatory Capacity. Notwithstanding the fact that Municipality is a political subdivision with certain regulatory authority, Municipality's performance under this Contract is as a Party to this Contract and not in its regulatory capacity. If Municipality exercises its regulatory authority,

the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to Municipality's regulatory authority as a governmental body separate and apart from this Contract, and shall not be attributable in any manner to Municipality as a party to this Contract.

20.7. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Contract by reference. The attached Exhibits are incorporated into and made a part of this Contract.

20.8. Fiscal Year. The continuation of this Contract beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

20.9. Counterparts and Multiple Originals. This Contract may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

20.10 Workforce Investment Program. The provisions of this Section 8.14 only apply if this Contract constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"), and there is no state funding applicable to this Contract.

20.10.1 Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Contract (whether those vacancies are with Contractor or Subcontractor) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Contract.

20.10.2 Until at least one (1) year after the conclusion of this Contract, Contractor shall maintain and make available to Municipality upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the expiration of termination of this Contract.

20.10.3 Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Contract.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MUNICIPALITY through its Board, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the 9th day of April, 2025, and CONTRACTOR, signing by and through its _____, duly authorized to execute same.

MUNICIPALITY

ATTEST:

_____
MUNICIPALITY'S CLERK

By: _____
MAYOR

_____
Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
Municipality's Attorney

RFP Contract # RFP 25-01R

CONTRACT BETWEEN THE TOWN OF PEMBROKE PARK AND
SOUTHEASTERN ENGINEERING CONTRACTORS, INC.
FOR SW 25TH STREET STORMWATER IMPROVEMENTS
BID/CONTRACT NO.: RFP 25-01R

Southeastern Engineering Contractors, Inc.

By: _____
Authorized Signer

_____
Print Name and Title

_____ day of _____, 20___

WITNESS:

_____
Signature

_____
Print Name of Witness above

EXHIBIT A: LIST OF CBE/SBE CERTIFIED FIRMS

EXHIBIT B: FORMS

FORM 1: PERFORMANCE BOND

Project Name: «Project_Name»
Project Number: «Project_Number»

BY THIS BOND, We _____, located at _____, phone _____, and _____, as Principal, hereinafter called Contractor, and _____, located at _____, phone _____, and _____, as Surety, under the assigned Bond Number _____, are bound to the Municipality of _____, Florida ("Municipality"), and Broward County, Florida, as dual Obligees (hereinafter jointly and severally referred to as "Municipality/County"), in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a Contract, Bid/Contract No. _____, with Municipality, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract," which includes any and all provisions for liquidated damages, and other damages identified.

THE CONDITION OF THIS BOND is that if Contractor:

1) Performs the Contract between Contractor and Municipality for construction of _____, in the time and manner prescribed in the Contract; and

2) Pays Municipality/County all losses, liquidated damages, expenses, costs and attorneys' fees including appellate proceedings, that Municipality/County sustains as a result of default by Contractor under the Contract; and

3) Performs the guaranties of all work and materials furnished under the Contract for the time specified in the Contract, then THIS BOND IS VOID; OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by Municipality/County to be, in default under the Contract with Municipality, having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or

b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if Municipality/County elects, upon determination by Municipality/County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Municipality/County on the same terms and conditions as the Contract Documents unless otherwise agreed by Municipality/County, and shall make available as work progresses sufficient funds to pay the cost of completion of the Work required by the Contract in an amount less but not exceeding the balance of the Contract Price, which amount shall include other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Municipality to Contractor under the Contract and any amendments thereto, less the amount properly paid by Municipality to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Municipality/County named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20_____.

ATTEST:

_____
Corporate Secretary or other person authorized to attest

_____
Print Name

(CORPORATE SEAL OR NOTARY)

CONTRACTOR

By: _____
Authorized Signer

_____
Print Name and Title

_____ day of _____, 20___

IN THE PRESENCE OF:

_____
Signature

_____
(Print Name)

_____
Signature

SURETY:

By _____
Agent and Attorney-in-Fact

_____
(Print/Type Name)

Address: _____
(Street)

_____
(City/State/Zip Code)

Telephone No.: _____

RFP Contract # RFP 25-01R

FORM 2: PAYMENT BOND

Project Name: «Project_Name»
Project Number: «Project_Number»

KNOW ALL BY THESE PRESENTS:

That we _____, as Principal (hereinafter called "Contractor"), located at _____, phone _____, and _____-_____, as Surety, located at _____, phone _____, under the assigned Bond Number _____ and pursuant to Section 255.05, Florida Statutes, are bound to the Municipality of _____, Florida ("Municipality") and Broward County, Florida (hereinafter jointly and severally referred to as "Municipality/County"), as dual Obligees, in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the ___ of _____, 20_____, entered into a Contract, Bid/Contract No. _____, with Municipality for construction of _____ located at _____, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays Municipality/County all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that Municipality/County sustains because of default by Contractor under the Contract; and

2. Promptly makes payments to all claimants as defined by Florida Statute Section 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

A. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to Contractor a notice that he or she intends to look to the bond for protection.

B. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written

notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

C. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (A) and/or (B), as applicable, have been given.

D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Sections 255.05(2) and 255.05(10), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

ATTEST:	CONTRACTOR
_____ Corporate Secretary or other person authorized to attest	By: _____ Authorized Signer
_____ Print Name	_____ Print Name and Title
	_____ day of _____, 20___
(CORPORATE SEAL OR NOTARY)	
IN THE PRESENCE OF:	SURETY:
_____ Signature	By _____ Agent and Attorney-in-Fact
_____ (Print Name)	_____ (Print/Type Name)
_____ Signature	Address: _____ (Street)
_____ (Print Name)	_____ (City/State/Zip Code)
	Telephone No.: _____

RFP Contract # RFP 25-01R

FORM 3: CERTIFICATE AS TO CORPORATE PRINCIPAL

[COMPLETE ONLY ONE: CERTIFICATION BY CORPORATE SECRETARY OR NOTARIZED CERTIFICATION UNDER OATH]

CERTIFICATION BY CORPORATE SECRETARY:

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bonds; that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said corporation; that I know their signature; that their signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

Signature: _____
as Secretary of [Print Name of Principal/Contractor]

(CORPORATE SEAL)

Print Name: _____

NOTARIZED CERTIFICATION UNDER OATH:

STATE OF
COUNTY OF

Before me, Name of Notary Public a Notary Public duly commissioned, qualified, and acting, personally appeared Name of Principal/Contractor's Authorized Signer, who has duly sworn under oath (or affirmed) that they are authorized to execute the foregoing Performance and Payment Bond on behalf of Contractor named therein in favor of County.

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:
☐ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____

RFP Contract # RFP 25-01R

FORM 4: FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS $500,000.00 OR LESS

TO: MUNICIPALITY OF _____
RE: BID NUMBER: _____

BIDDER: _____

Insert Name

Insert Address _____

Address Cont'd _____

Insert Phone Number _____

AMOUNT OF BOND: _____

SURETY BOND COMPANY:

Insert Name

Insert Address _____

Address Cont'd _____

Insert Phone Number _____

This is to certify that, in accordance with Section 287.0935, Florida Statutes, the insurer named above:

(1) Is licensed to do business in the State of Florida;

(2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;

(3) Has twice the minimum surplus and capital required by the Florida Insurance Code;

(4) Is otherwise in compliance with the provisions of the Florida Insurance Code; and

(5) Currently holds a valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.

_____ _____

(Date Signed) Agent and Attorney-in-Fact

(continued on next page)

RFP Contract # RFP 25-01R

AFFIDAVIT

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, Agent and Attorney-in-Fact of _____.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:
☐ Personally Known or ☐ Produced Identification
Type of My commission expires:
Identification Produced: _____

FORM 5: UNCONDITIONAL LETTER OF CREDIT

UNCONDITIONAL LETTER OF CREDIT

Beneficiary:
Municipality of _____, Florida
Municipality Manager
_____
_____, Florida _____

Date of Issue:
Issuing Bank's No. _____
Applicant: _____
Amount: _____(in United States Funds)
Date of Expiry: _____
Bid/Contract Number _____

We hereby authorize you to draw on (Bank, Issuer Name) at (Branch Address) by order of and for the account of (Contractor, Applicant, Customer) up to an aggregate amount, in United States Funds, of $(Dollar Amount) available by your drafts at sight, accompanied by: A signed statement from the Municipality Manager of the Municipality of _____, Florida, or the Municipality Manager's authorized representative that the drawing is due to default in performance of certain obligations on the part of (Contractor, Applicant, Customer) agreed upon by and between the Municipality of _____ and (Contractor, Applicant, Customer) pursuant to the Bid/Contract No. for (Name of Project) and Section 255.05, Florida Statutes. Drafts must be drawn and negotiated not later than (expiration date). Drafts must bear the clause: "Drawn under Letter of Credit No. (number), of (Bank Name) dated_____."

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the Municipality Manager with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to Municipality of _____ that this Letter of Credit will expire prior to performance of Contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified or amplified by reference to any documents, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the _____(Contractor, Applicant, Customer)_____.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits

and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature: _____

RFP Contract # RFP 25-01R

FORM 6: MONTHLY (CBE/SBE) UTILIZATION REPORT

MONTHLY (CBE) UTILIZATION REPORT

Report No._____

Contract #:	**Contract Amount:**	**Date Form Submitted:**	
Project Description:		**Project Completion Date:**	
Prime Contractor:		**Period Ending:**	**Amt. Paid to Prime:**
Contact Person:		**Telephone#: ( )**	**Fax#: ( )**

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
			Total Amount Paid to Subcontractors to Date:				

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	**Title:**	**Date:**

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR

RFP Contract # RFP 25-01R

FINAL (CBE) UTILIZATION REPORT

Report No._____

Contract #:	**Contract Amount**:	**Date Form Submitted**:	
Project Description:		**Project Completion Date**:	
Prime Contractor:		**Period Ending**:	**Amt. Paid to Prime:**
Contact Person:		**Telephone#**: ( )	**Fax#**: ( )

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
			Total Amount Paid to Subcontractors to Date:				

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	**Title:**	**Date:**

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR-F

FORM 7: FINAL (CBE/SBE) UTILIZATION REPORT

FORM 8A: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)

No. _____
Contract No. _____
Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Section 26-5 of the Broward County Code of Ordinances and the applicable conditions of the Contract.

Dated _____, 20___ _____
Contractor

By_____
(Signature)

By_____
(Name and Title)

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:
☐ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____

RFP Contract # RFP 25-01R

FORM 8B: STATEMENT OF COMPLIANCE (DAVIS-BACON ACT)

No. _____
Contract No. _____
Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by the Davis-Bacon Act and the applicable conditions of the Contract.

Dated _____, 20___

_____
Contractor

By_____
(Signature)

By_____
(Name and Title)

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:
☐ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____

RFP Contract # RFP 25-01R

FORM 9: CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No. _____
Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.
2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Dated _____, 20___

_____
Contractor

By_____
(Signature)

By_____
(Name and Title)

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires: _____
☐ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____

RFP Contract # RFP 25-01R

FORM 10: CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract No. _____
Project (Name and Address): _____
To (Municipality): _____
Consultant: _____
Contractor: _____
Notice to Proceed Date: _____
Consultant: _____
Date of Issuance: _____

Project or Designated Portion Shall Include:
_____
_____
_____
The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by Contractor under the Contract Documents have been received and accepted.

The date of Substantial Completion of the Project or portion thereof designated above is recommended as: _____

> Unless otherwise defined in the contract, the definition of date of Substantial Completion is that date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents, such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate the Project in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy or the date thereof does not constitute Substantial Completion.

A list of items to be completed or corrected that has been prepared by Consultant and approved by Municipality is attached hereto. The failure to include any items on such list does not alter the responsibility of Contractor to complete all work in accordance with the Contract Documents.

_____	_____	_____
Consultant	By	Date

RFP Contract # RFP 25-01R

In accordance with the terms of the Contract, Contractor will complete or correct the work on the list of items attached hereto within _____ from the above date of Substantial Completion.

_____ _____ _____

Contractor By Date

Municipality, through the Municipality Manager, has determined the Work or portion thereof designated by Municipality is substantially complete and will assume full possession thereof at ___(time)____ on _____(date)____.

MUNICIPALITY OF _____: _____ _____

By Municipality Manager Date

The responsibilities of Municipality and Contractor for security, maintenance, heat, utilities, damage to the work, and insurance shall be as follows: _____

_____

_____

RFP Contract # RFP 25-01R

FORM 11: FINAL CERTIFICATE OF PAYMENT

Contract No. _____

Project (Name and Address): _____

To (Municipality): _____

Consultant: _____

Contractor: _____

Notice to Proceed Date: _____

Consultant: _____

Date of Issuance: _____

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

_____ _____ _____

Consultant By Date

Municipality, through its Municipality Manager, accepts the work as fully complete and will assume full possession thereof at _____ on _____.

(time) (date)

TOWN OF PEMBROKE PARK_: _____ _____

By Town Manager Date

RFP Contract # RFP 25-01R

FORM 12: FORM OF FINAL RECEIPT

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20_____, from the Municipality of _____, Florida, the sum of _____ Dollars ($_____) as full and final payment to Contractor for all work and materials for the Project described as:

.....
.....

This sum includes full and final payment for all extra work and material and all incidentals.

Contractor hereby indemnifies and releases the Municipality of _____ from all liens and claims whatsoever arising out of the Contract and/or Project.

Contractor hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, Contractor may submit a consent of surety to final payment in a form satisfactory to the Municipality of _____.

Contractor further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

[IF INCORPORATED SIGN BELOW.]

CONTRACTOR

ATTEST:

_____
Corporate Secretary or other person authorized to attest

(CORPORATE SEAL OR NOTARY)

CONTRACTOR NAME

By: _____
Authorized Signer

_____
Print Name and Title

_____ day of _____, 20___

RFP Contract # RFP 25-01R

[IF NOT INCORPORATED SIGN BELOW.]

CONTRACTOR

WITNESSES:

_____	_____
Witness signature	Business Name
_____	By: _____
Print/Type Name	Authorized Signer
	_____
_____	Print/Type Name and Title
Witness signature	
_____	_____ day of _____, 20___
Print/Type Name	

FORM 13: FINAL LIST OF NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS

To: _____, Contractor

From: Broward County Purchasing Division

Subject: Final List of Non-certified Subcontractors/Sub-vendors

Re: _____
(Project Title, Contract Number)

The attached list of non-certified Subcontractors/sub-vendors have performed or provided services to Municipality for the referenced contract. Non-certified Subcontractors/sub-vendors are any Subcontractors/sub-vendors whose services under the Contract were not approved to meet the participation CBE/SBE goal establshed for this Contract, and whose participation was not listed on Contractor's "Schedule of Participation" and/or not aproved as substitutes or additions by the Broward County Office of Economic Small Business Development Division toward meeting the established goal.

Contractor certifies the following:

☐ There were no other non-certified Subcontractors/sub-vendors who provided a service to Municipality for the referenced Contract. All participants on the Contract are listed on the attached list.

☐ There were other non-certified Subcontractors/sub-vendors who provided a service and are not listed on the attached list. The additional Subcontractors/sub-vendors are listed on the attached list.

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT.

STATE OF _____
COUNTY OF

The foregoing Final List of Non-Certified Subcontractors and Suppliers was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____.

(NOTARY SEAL)

Signature: _____

Print Name: _____

My commission expires:

☐ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____

RFP Contract # RFP 25-01R

FORM 14: LETTER OF INTENT (CBE/SBE)

To Utilize a County Business Enterprise (CBE) or Small Business Enterprise (SBE) Subcontractor/Subconsultant

Project Name: «Project_Name»
Project Number: «Project_Number»

From (Name of Proposer/Bidder): _____

Firm Address: _____

Project Description: _____

In response to Municipality's RLI/RFP/Bid No. _____, the undersigned hereby agree to utilize the CBE or SBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Municipality.

Name of CBE/SBE Firm:

_____

Address of CBE/SBE Firm: _____

Expiration of CBE/SBE Certification: _____ Projected CBE/SBE Work Assignment (description of work assignment): _____

Projected Percentage of Prime's Contract Fees to be Awarded to CBE/SBE: _____%

(Signature of Owner or Authorized Rep. **Prime**) _____ _____
(Date)
Print Name (owner or authorized Rep. **Prime**):_____

STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires: _____
☐ Personally Known or ☐ Produced Identification
Type of ID Produced: _____

RFP Contract # RFP 25-01R

- - - -

EXHIBIT C: ADDITIONAL FORMS

STATEMENT OF CBE/SBE ASSURANCE

(Company Letterhead)

CONTRACTOR ASSURANCE STATEMENT

PROJECT DESCRIPTION

I, _____ (Authorized Official/Agent), on behalf of the _____ (Contractor), hereby agree to comply with the County Business Enterprise (CBE) or Small Business Enterprise (SBE) requirements of the RFP between the Municipality of _____ and Contractor for _____ Project, and to comply with the following requirements.

1. Compliance with the Municipality's non-discrimination policy by providing a non-discrimination Statement;

2. Acknowledgment of the CBE/SBE percentage goal established on the project; and

3. Contract to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals as indicated in the RFP document.

_____
Authorized Agent of Contractor

_____
Printed Name & Title

_____
Telephone Number/Fax Number

Date: _____

RFP Contract # RFP 25-01R

SCRUTINIZED COMPANIES LIST CERTIFICATION

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

The vendor, by virtue of the signature below, certifies that:

a. The vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

b. The vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

c. If awarded the contract, the vendor, owners, or principals will immediately notify the Municipality in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
(Authorized Signature)

_____
(Print Name and Title)

_____
(Name of Firm)

NOTARY PUBLIC

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____.

Signature: _____
Print Name: _____

(NOTARY SEAL)

My commission expires: _____
☐ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____

RFP Contract # RFP 25-01R

TOWN OF PEMBROKE PARK
REQUEST FOR PROPOSAL
RFP 25-01
FOR
SW 25TH STREET
STORMWATER IMPROVMENTS

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

THURSDAY, FEBRUARY 27, 2025

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER

TOWN OF PEMBROKE PARK
SW 25TH STREET STORMWATER IMPROVEMENTS
REQUEST FOR PROPOSALS (RFP) # 25-01

SECTION I – GENERAL OVERVIEW

A. BACKGROUND

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,700 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is governed by a five (5) Town Commissioners, operating under a Commissioner/Manager form of government and has 50 employees. Commissioners are elected at large and serve for four (4) year terms. The Town Commission is responsible for passing Town Ordinances and Resolutions, adopting the annual budget, appointing committees, and setting policies. The Town Manager is responsible for the overall management and administration of each Department within the Town and implements Town policies at the direction of the Town Commission.

The Town provides a range of traditional municipal functions. These include police protection, fire rescue services, water, and sewer services, planning and zoning services, maintenance of roadways, and recreational opportunities.

B. DESCRIPTION OF WORK

Town of Pembroke Park, Florida ("TOWN") is soliciting sealed bids from qualified licensed contractors to furnish all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for stormwater improvements including stormwater system installation, milling, and resurfacing, thermoplastic pavement markings, and site restoration [including landscaping swale, concrete curb and gutter, driveways (asphalt, paver, or concrete), mailbox, street signs, etc.] as detailed in the plans and specifications attached hereto as Exhibit A. The description of work shall not include any "professional services," as described by Sec. 287.055, F.S.

The project (SW 25th Stormwater Improvements) is located at SW 25th Street, Pembroke Park, FL 33023.

The TOWN will consider Bids only from responsible and responsive Bidder(s) licensed and qualified by experience to provide and do the work specified.

These instructions herein are standard for all service contracts issued through the Town of Pembroke Park Community Economic Development Department. In this document, Invitation to Bid (ITB) and Request for Proposal (RFP), bids and proposals are interchangeable.

C. SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP:	Friday, January 10, 2025
Mandatory Pre-bid meeting:	Thursday, February 6, 2025 at 2:00pm
Deadline for questions:	Friday, February 21, 2025 at 3:00pm
Bids due date:	Thursday, February 27, 2025 at 2:00pm
Opening/scoring of Bids:	Friday, February 28, 2025

Award bid/Commission:	Wednesday, March 12, 2025
Notice to Proceed (NTP):	Wednesday, April 9, 2025

**All dates are subject to change at the discretion of the Town.*

1. SUBMISSIONS OF PROPOSALS

Complete written proposals One (1) Original and six (6) copies of the completed signed submittals, both technical and financial must be submitted in sealed envelopes clearly marked on the outside of the envelope **"RFP 25-01, "SW 25th STREET STORMWATER IMPROVMENTS"**, no later than **2:00 P.M. on FEBRUARY 27, 2025.** Proposals received after this date and time will be rejected. Please allow for normal mail delivery time to ensure timely receipt of proposals, if using regular mail. **Proposals may not be submitted by e-mail or fax.**

Address: Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Attn: Town Clerk: Cynthia Garcia-Lima

HAND delivered copies may be delivered to the above address ONLY between the working hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by TOWN.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to the Town of Pembroke Park.*

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

2. CONTACT PERSON

Vendors are encouraged to contact **Stanley Merantus, Public Services Director via electronic mail at** smerantus@tppfl.gov for clarification to any part of the RFP requirements. All questions shall be directed to Stanley Merantus in writing via electronic mail before the DEADLINE FOR QUESTIONS by 3:00 PM, Friday, February 21, 2025 Any information obtained by an unauthorized contact shall not be used as a basis for responding to this RFP and may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other To TOWN employee to discuss the bid process or bid opportunities except through the Contracts and Procurement Manager named herein, which may only be contacted by electronic mail. This policy shall be strictly enforced, and TOWN reserves the right to reject the submittal of any vendor violating this provision.

3. ADDITIONAL INFORMATION/ADDENDA

TOWN will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on TOWN's website under Departments at Open Bids | Pembroke Park, FL (tppfl.gov), and on DemandStar at www.demandstar.com. Vendors should not rely on any representations, statements, or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail. Vendors are advised to check the websites for addenda before submitting their bids.

Vendors shall acknowledge any issued addenda by including the Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum shall result in the rejection of the offer if the addendum contains information which substantively changes TOWN's requirements.

4. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be accepted. Modifications received after the due date will not be accepted. TOWN assumes no responsibility for the premature opening of a proposal not properly addressed and identified, or not delivered to the proper designation.

5. REJECTION OF PROPOSALS/CANCELLATION

The TOWN reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of TOWN. The TOWN reserves the right to cancel this RFP at any time.

6. MINIMUM RFP ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

7. NON-COLLUSION AFFIDAVIT

By submitting a proposal in response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of TOWN has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be awarded under it, or in any expected profits to arise there from.

8. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the Proposal to TOWN, or any work performed in connection therewith is the responsibility of the vendor(s).

9. RFP OPENING

The names of the firms responding to this RFP shall be read aloud publicly by the Town Clerk (or designee) in Town Hall at the submitting deadline and their proposals shall subsequently be subject to an evaluation review. A list of names of firms responding to the RFP shall be posted on TOWN's website at https://www.tppfl.gov/bids.The list may also be obtained from Suzi Reutlinger, Contracts and Procurement Manager, after the RFP due date and time stated herein.

10. PUBLIC RECORDS

All materials submitted in connection with this RFP shall be public documents and subject to the Public Records Act and all other laws of the State of Florida, the United States of America, and the public records policies of TOWN. All such materials shall remain the property of TOWN and will not be returned to the respondent.

11. TAXES

The selected vendor will be provided with TOWN's Sales Tax and Use Tax Certificate of Exemption number upon request.

12. VENDOR INFORMATION

All submissions shall include a completed Vendor Information Form, current copy of business license and current W-9. Vendors whose place of business is other than the State of Florida may be required to provide to the Contracts and Procurement Manager copies of their State's regulations and/or laws concerning the application of vendor preference requirements applicable in their State. Failure to provide this information could result in the disqualification of the vendor from submitting a proposal.

13. INSURANCE

The selected vendor shall provide TOWN with a Certificate of Insurance for General liability, Automobile insurance, and Workers' Compensation before work can begin on TOWN project and remain effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in the general warranty.

General liability insurance must be at least one million dollars ($1,000,000) combined single limit per occurrence. Automobile insurance must be at least five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury or property damage; and Workers' Compensation insurance must be in compliance with the requirements established by the State of Florida.

14. BONDS

Any combination of the following bonds will be required by TOWN: five percent (5%) bid bond, one hundred percent (100%) payment bond, and one hundred percent (100%)

performance bond. All bonds shall be payable to TOWN. Bonding company must be authorized to do business in Florida by the Florida Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bond and as acceptable reinsuring companies, and have an "A" or better A.M. Best rating.

15. ANTI-DISCRIMINATION

TOWN, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this RFP, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this RFP and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their proposals, all vendors certify to TOWN that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and comply with Form FHWA- 1273, Required Contract Provisions Federal-Aid Construction Contracts.

In every contract of over ten thousand dollars ($10,000) the below-listed provisions apply:

i. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ii. The Contractor will include the above-listed provisions in every subcontract or purchase order of over ten thousand dollars ($10,000) so that the provisions will be binding upon each subcontractor or vendor.

16. INDEMNIFICATION

To the fullest extent permitted by law, the proposer shall indemnify and hold harmless the Town and their respective consultants, agents, and employees from and against all claims,

damages, losses and expenses, direct, indirect or consequential (including but not limited to attorney's fees and other professionals and court and arbitration costs) arising out of or resulting from the performance of the proposer's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the proposer, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the proposer to perform or furnish either of the services, or anyone for whose acts the proposer may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of proposer, by any person or organization directly or indirectly employed by proposer to perform or furnish any of the work, or by anyone for whose acts proposer may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for proposer under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

17. NON-DISCRIMINATION

Proposer agrees and warrants that in the performance of the contract pursuant to this solicitation, proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by federal, state, or local laws.

18. GENERAL TERMS AND CONDITIONS

Definitions

Addenda: A written change to a solicitation.
Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The proposer to whom award has been made.
Modification: A written change to a contract.
Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.
Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.
Request for Proposal (RFP): Shall mean this solicitation documentation including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Town: Shall refer to the Town of Pembroke Park
Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

a. Equal Opportunity Agreement

In connection with work performed under a Town contract, the Respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by all State and Federal Equal Opportunity laws and regulations.

By submitting a proposal in response to this solicitation, the Respondent agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, age, marital status, or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Respondent is an "Equal Opportunity Employer".

b. Public Entity Crimes

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

c. Issuance of Addenda

If this solicitation is amended, the Town will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile; or
- By signed scanned and emailed to townclerk@tppfl.gov

The Town must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

d. Payment

Prompt Pay Policy: It is the policy of the Town to fully implement the provisions of the State of Florida Prompt Payment Act.

Withholding Payment: In the event a contract is canceled under any provision herein, the

Town may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

e. Access To Meetings

Persons with disabilities requiring reasonable accommodations to attend meetings, please call the Town Clerk, Cynthia Garcia-Lima at (954) 966-4600 ext. 235 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Evaluation Committee meetings will be posted in the Town's office as far in advance of the meeting as possible.

f. Confidentiality

By submitting a proposal in response to this solicitation, a Respondent acknowledges that the Town is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent further acknowledges that any materials or documents provided to the Town may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Respondent provide the Town with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Respondent shall submit to the Town both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected Respondent has otherwise fully complied with this provision, the Town, in reliance on the representations of the Respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, the Town shall notify the Respondent of that request, and the Respondent shall reply to such notification, in a writing that must be received by the Town no later than 4:00 p.m., ET, of the second Town business day following Respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure of copying, the Respondent agrees to, and shall, hold harmless and indemnify the Town for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Town, or assessed or awarded against the Town, in regard to the Town's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Respondent is not initially named as a party, the Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Respondent in response to the RFP and shall constitute the Town's sole obligation with

regard to maintaining confidentiality of any document, material, or information submitted to the Town.

g. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

h. E-verify.

a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

b. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

c. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

d. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of

this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

i. Vendor Responsibility.

Sec. 287.05701, F.S. Prohibition against considering social, political, or ideological interests in government contracting.

(1) As used in this section, the term "awarding body" means:
(a) For state contracts, an agency, or the department.
(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.
(2)(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

SECTION II – SCOPE OF WORK

BID SUBMISSION INSTRUCTIONS

Bidder shall complete and submit the following documents by the deadline set forth herein:

- Quotes Bid
- Bidder Statement of Organization as described in Section 5 above using TOWN forms herein the bid documents.
- Bid Signature Page
- Questionnaire
- Acknowledgement
- Vendor/Bidder Disclosure
- References
- Certification Regarding Scrutinized Companies
- Public Entity Crimes
- Conflict of Interest Disclosure
- Non-Collusion Statement
- Confirmation of Drug-Free Workplace
- Acknowledgement of Addenda

A. Submit one (1) original complete package, three (3) duplicate complete package, and one (1) electronic copy of the Bid package on USB drive in a sealed envelope to the Town of Pembroke Park Town Clerk. All packages shall be clearly marked on the outside of the envelope: **TOWN OF PEMBROKE PARK RFP 25-01 SW 25th STREET STORMWATER IMPROVEMENTS.**

B. The Bidder's name and address, date and hour set for the Bid opening shall also be included on the outside of the envelope, along with documents listed in Section 7 below.

C. Submit the sealed Bid package to Town of Pembroke Park, **Attn: Town Clerk, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023 on or before** Thursday, February 27, 2025 **at 2:00 P.M.** Late Bids shall not be accepted.

D. HAND delivered copies may be delivered to the above address ONLY between the working hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by TOWN.

E. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to the Town of Pembroke Park.*

F. Please allow for normal mail delivery time to ensure timely receipt of bids, if using regular mail.

G. Bids may not be submitted electronically, by e-mail, or fax.

H. Selected Bidder shall return the following items:

- Business License
- Insurance Certificate
- Completed Form W-9

RFP PACKAGE CONTENTS

- Bid Forms
- Bid Signature Page
- Questionnaire
- Bid Acknowledgment
- Vendor/Bidder Disclosure
- References
- Subcontractors
- Certification Regarding Scrutinized Companies
- Public Entity Crimes
- Conflict of Interest Disclosure
- Non-Collusion Statement
- Confirmation of Drug-Free Workplace
- Acknowledgement of Addenda

A. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other errors in the RFP, the Bidder must immediately notify TOWN of such error and request modification or clarification. Modifications or clarifications will be posted as addenda

issued prior to the due date posted on TOWN's website under Departments at Open Bids | Pembroke Park, FL (tppfl.gov), and on DemandStar at www.demandstar.com

(Remainder of Page Intentionally Left Blank)

SECTION III – PROPOSAL EVALUATION

A. EVALUATION SCORING

Proposals will be reviewed by the Review Committee for quality and completeness. These proposals will then be scored in each of the following categories using the maximum point values listed below.

EVALUATION CRITERIA	SCORE
Professional Certifications and technical knowledge of work to be performed	20%
Mobilization and project plan/schedule aligns	20%
Proposed Bid Price comparable to the project inputs/outputs expected	20%
Past performance record on work of similar nature, financial capabilities, and corporate history, construction completion, and project management	20%
Project Team, key personnel qualifications, SBE, WBE VOSB etc.	15%
Bid Submission/Guidelines	5%
TOTAL	**100%**

1. **PROPOSALS**

Proposals will be reviewed and evaluated by the Review Committee to determine whether the Respondent has met the experience and staff qualifications described in this RFP. The short list will consist of three (3) firms with the highest-ranking scores after the technical proposal scores are tabulated. The financial proposals will then be ranked and considered in conjunction with the technical proposal scores.

2. **PRESENTATIONS**

TOWN may require oral and visual presentations from those firms that are ranked or short-listed. This may be done at TOWN's sole discretion when it is determined presentations are essential as part of the evaluation process and are in the best interests in this matter. It is the intention of TOWN to short-list a minimum of three (3) firms and rank them according to the most qualified firm with a proposal and presentations that best suits the needs of TOWN.

B. BID PROTEST

After the Notice of Intent to Award an Agreement is posted, any actual or prospective Proposer/Vendor who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Depuy Town Manager. A protest must be filed with the Town Manager's Office by 5:00 PM on the first 1st Business Day after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest.

Filing shall be considered complete when the protest and the Protest Bond are received and provided a receipt. The Protest Bond shall be in the form of a cashier's check, drawn on a U.S. Bank and payable to the Town, in the amount of Fifty Thousand ($50,000.00) dollars. Any Disqualified Proposer filing a Protest must provide a Protest Bond for that amount as well. The Protest Bond shall compensate the TOWN for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the TOWN.

The Protest Committee, consisting of the Deputy Town Manager, Town Attorney, and other individuals appointed by the Town Manager, shall conduct a formal review of each properly filed protest. Such review shall be open and subject to Florida's Sunshine Law. If the Protest Committee determines that the pending award of an Agreement or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken.

If the Protest Committee determines that the protest has merit, the Town Manager shall direct that all appropriate steps be taken to remedy. If the Protest Committee determines that the protest does not have merit and denies the request, the protest matter will be considered closed with no further actions available to protester. This process is not subject to arbitration.

In the event of a timely protest and/or appeal, the Deputy Town Manager shall stay the award of the Agreement unless, after consulting with the Town Attorney and a representative from the division for which the services are being hired, the Town Manager determines that the award of the Agreement without delay is necessary to protect substantial interests of the TOWN. The continuation of the award process under these circumstances shall not preempt or otherwise affect the protest.

A Notice of Intent to reject all Proposals is subject to the protest procedure. Any Proposer that does not formally protest or appeal in accordance with this Article shall not have standing to protest the Town Commission's final award.

SECTION IV – TOWN BACKGROUND

A. PROPERTY DESCRIPTION

Pembroke Park is a municipality in Broward County, Florida, United States. The Town took its name from its location along Pembroke Road. As of the 2010 census, the population was 6,102. It is part of the South Florida metropolitan area, which was home to 5,564,635 people at the 2010 census. Almost one-half of Town residents live in mobile homes.

Pembroke Park is located at 25°59′04″N 80°10′38″W / 25.984326°N 80.177305°W / 25.984326; 80.177305°W. According to the United States Census Bureau, the Town has a total area of 1.7 square miles, of which 1.4 square miles is land and 0.27 square miles (17.5%) is water.

B. ADMINISTRATION

The project will be administered by TOWN with the Contracts and Procurement Manager or designee being the main point of contact for all questions during preparation and execution of the project. The Contracts and Procurement Manager will be instrumental in the implementation of the project.

C. PAYMENT

Payment terms are NET 30 Days. The town is exempt from all Federal, State, local, and excise taxes.

Invoices shall be mailed to:
Town of Pembroke Park
Attn: Finance Department
3150 SW 52nd Avenue
Pembroke Park, FL 33023

D. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing via email, and all questions will be answered by addenda. All Addenda will be posted on the Town's website under Departments at www.tppfl.gov/departments/bid-openings/, and on DemandStar at www.demandstar.com. All firms responding to this RFP must check these websites before responding to this RFP.

2. All respondents to this RFP shall hold harmless the TOWN, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to submit proposals. TOWN reserves the right to determine, in its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. TOWN also reserves the right to seek clarifications to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn, or the project canceled for any reason, TOWN shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

3. The RFP is subject to the provisions of TOWN Procurement Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.

4. Failure to submit all the mandatory forms with this proposal package shall be just cause for the rejection of the qualification package. However, TOWN reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

5. In case of failure to deliver services in accordance with the contract terms and conditions, TOWN, after due oral or written notice, may procure substitute services from other sources, and hold the Contractor responsible for any resulting additional purchasing and administrative costs. This action shall be in addition to any other

remedies which the TOWN may consider.

6. By submitting a proposal package, the vendor is certifying that the firm is not currently debarred from bidding on contracts by any agency of the State of Florida, nor the firm is an agent of a person or entity that is currently debarred from submitting contract bids for any agency of the State of Florida.

7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Florida. Any litigation with respect thereto shall be brought in the Circuit Court of the Seventeenth Circuit, Broward County, Florida. Then, Contractor shall comply with applicable federal, state, and local laws and regulations, in the performance of the project.

8. It is understood and agreed between the parties herein that TOWN shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

E. FINAL SELECTION

The Review Committee representative will make a recommendation to the Town Commission following review of all qualified proposals, selection of a suitable primary and secondary vendors, and preliminary contract negotiations. TOWN shall complete contract negotiations with the successful primary and secondary vendors following the Town's Commission approval.

TOWN reserves the right to accept the response that is determined to be in the best interest of TOWN. The TOWN reserves the right to reject any and or all proposals.

(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.
(3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

SECTION V – CONDITIONS TO THE AGREEMENT

1. CONDITIONS TO AGREEMENT

ACCEPTANCE, CONDITION, AND PACKAGING: All material delivered on site shall remain the property of the Seller until after TOWN's physical inspection and satisfactory acceptance of the material. The material must comply fully with the terms of the RFP, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. TOWN will not accept substitutes of any kind. All items or material not meeting specifications will be returned to the Bidder at the Bidder's expense. Payment will be made only after TOWN's receipt and acceptance of materials or services.

ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidders, by virtue of bidding, certify that if awarded any portion of the RFP the Bidder will supply only material or equipment that is 100% asbestos free.

ASSIGNMENT: Contractor shall not transfer or assign the performance required by this RFP without the prior written consent of TOWN. Any award issued pursuant to this RP, and the monies, which may become due hereunder, are not assignable except with the prior written approval of TOWN Commission, or TOWN Manager, or Town Manager's designee, depending on original award approval.

CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of TOWN for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in Contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from TOWN's Bidder mailing list for a specified period of time, during which Bidders will not be recommended for contract award.
- All Town Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

ELIGIBILITY: The Contractor must be registered with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with TOWN.

INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under any Contractor pursuant to this RFP. Personnel services for the Contractor shall be performed and supervised by the Contractor, and not by officers, employees, or agents of TOWN. Contractor's personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this RFP, and other similar administrative procedures applicable to services rendered under any Contract shall be those of the Contractor.

LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that apply to the Bid Documents and Contract Documents.

LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

OTHER GOVERNMENTAL ENTITIES: An awarded Bidder may be requested to provide goods and services to other governmental agencies if Bidders have sufficient capacity or good quantities available. The awarded good or services shall be provided in accordance with the terms and conditions of the RFP and contract. Prices shall be F.O.B. delivered to the requesting agency.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless TOWN and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or used in the performance of a Contract, including its use by TOWN. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or

costs arising from the use of such design, device, or materials in any way involved in the work.

PERMITS, TAXES, LICENSES: The successful Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules, and regulations applicable to business to be carried out under any Contract. Contractor will be reimbursed for all TOWN building permits.

RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to a Contract. The Contractor agrees to make available to TOWN's Internal Auditor, during normal business hours all books of account, reports and records relating to a Contract. These accounting records shall be retained for the duration of a Contract and for three years after the final payment under a Contract, or until all pending audits, investigations or litigation matters relating to a Contract are closed, whichever is later.

SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

TERMINATION FOR CAUSE: If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Bid Documents or Contract Documents, or if the Contractor violates any of the provisions of this the Bid Documents or Contract Documents, TOWN may upon written notice to the Contractor terminate the right of the Contractor to proceed under the Bid Documents or Contract Documents, or with such part or parts of the Bid Documents or Contract Documents as to which there has been default, and may hold the Contractor liable for any damages caused to TOWN by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under the Bid Documents or Contract Documents shall, at the option of TOWN, become TOWN's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of TOWN. The Contractor, however, shall not be relieved of liability to TOWN for damages sustained by TOWN by reason of any breach of the Bid Documents or Contract Documents by the Contractor, and TOWN may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to TOWN from the Contractor can be determined.

TERMINATION FOR CONVENIENCE: TOWN reserves the right, in its best interest as determined by TOWN, to cancel a Contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of discussions with Town employees. Only those communications which are in writing from an authorized TOWN representative shall be considered.

2. PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Services, equipment, and workmanship not conforming to the intent of the Contract Agreement or meeting the approval of TOWN may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to TOWN.

Bids must clearly state any warranties and guarantees against Subcontractor's workmanship and material. In the event of default by the Bidder, TOWN reserves the right to procure the necessary services from other sources and hold the Bidder responsible for any excess costs incurred as a result of such action.

Any variations from the RFP/ITB specifications, no matter how slight, including substitutions of products or methods must be noted and explained fully in a submittal with Bid entitled "Proposed Specifications". If no exceptions are noted, it shall be understood that the specifications will be adhered to exactly as listed in the specifications section of this document.

Where an "or EQUAL" is specified, TOWN shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by TOWN in writing. If specifications are in contradiction, or if they contain any errors or omissions, Bidders shall notify the Community Economic Development Department at sreutlinger@tppfl.gov at least ten (10) working days before the Bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

3. EMPLOYEES

Contractor shall provide qualified staff to perform all installation activities. Contractor shall have an "on-site" supervisor who speaks and reads English and is fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements, and OSHA safety standards and regulations.

4. VARIATIONS TO SPECIFICATIONS

For each work authorization, Bidder must indicate any variance to the specifications, terms, and/or conditions, provided by TOWN, no matter how slight. If variations are not stated in the cost estimate to TOWN; it will be assumed that the product or service fully complies with the specifications, terms and/or conditions given for each specific work request.

5. REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to TOWN's Community Economic Development Department by the deadline stated herein via e-mail at sreutlinger@tppfl.gov. Oral instructions are not binding. All questions and interpretations will be clarified in writing to all Bidders by written addenda. Failure of a Bidder to receive and/or acknowledge any addendum shall not release the Bidder from any obligations under this Bid.

6. RIGHT OF REJECTION

The Town reserves the right to waive any informality in any bid, to reject any or all bids in whole or in part, with or without cause, and/or to accept the bid that in its judgment will be in the best interest of the Town.

7. PERFORMANCE BOND

If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to TOWN a Performance Bond, payable to the Town of Pembroke Park, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to TOWN thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement are given by both parties that the amount herein set for the

Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to TOWN in the event of a material breach of this Contract Agreement by the Contractor.

8. INSURANCE

The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by TOWN or as specified in the Special Conditions.

The Contractor must purchase and maintain, at its own cost, primary insurance(s) with the minimum coverage limits described below. Insurance(s) must be with insurers and formats acceptable to Town, covering all premises and operations, and in force from the beginning of the project through the warranty period. The selected Contractor will be responsible for any deductible losses required in its insurance(s).

Commercial General Liability

- Combined single limits of one million dollars ($1,000,000) each occurrence
- One million dollars ($1,000,000) aggregate

Coverage must include bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must also contain a provision for severability of interests. TOWN, its elected officials, officers, and employees must be named on the certificate as additional insured.

Professional Liability

- One million dollars ($1,000,000) each occurrence
- One million dollars ($1,000,000) aggregate

Employer's Liability Insurance

- Six hundred thousand dollars ($600,000) each accident
- Six hundred thousand dollars ($600,000) disease - policy limit
- Six hundred thousand dollars ($600,000) disease

TOWN, its elected officials, officers, and employees must be named on the certificate as additional insured.

Comprehensive Automobile Liability - bodily injury and property damage

- Combined single limits of six hundred thousand dollars ($600,000) each occurrence
- Six hundred thousand dollars ($600,000) aggregate

Automobile coverage shall be for each owned, non-owned or hired Contractor vehicle (including employee-owned vehicles) used for the project and shall also contain a provision for severability of interests. TOWN, its officials and employees must be named on the certificate as additional insured.

Certificates of insurance must be received and approved by TOWN prior to the beginning of services. Certificate(s) must identify the project and indicate that cancellation, termination or material change to the policy will not occur without 30 days prior written notice to TOWN. If asked, the Contractor must provide a certified copy of any policy and/or endorsement. Should the Contractor fail to purchase or maintain insurance(s) as required, TOWN may either terminate the contract or purchase the required insurance and recover the cost from the Contractor.

9. WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the Town. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year, or the time frame stipulated then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Completion of the Project.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the Town. Where such funds are not available, the Town will bill the Contractor and Contractor will reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

SECTION 4

CONTRACT AWARD

Any contract, as a result of this RFP, will be submitted to the Town Commission for its approval. The Contract award, if any, shall be made to the lowest responsive and responsible Bidder whose Bid shall be deemed by TOWN to be in the best interest of TOWN. TOWN's decision to make the award and which Bid is in the best interest of TOWN shall be final.

INSPECTIONS

The Contractor and the TOWN's representative shall meet once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

PERMIT FEES

TOWN will reimburse the selected Contractor municipal permit fees, as may be needed. However, administrative re-inspection fees may be assessed to the selected Contractor, in instances, where the required re-inspection is the direct result of Contractor's omission or error.

CONTRACTOR'S EQUIPMENT

All Contractors' equipment shall be maintained in a safe operating condition while performing work under this contract. The Contractor shall always have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, TOWN shall direct the Contractor to remove such equipment and/or the operator

until the deficiency is corrected to the satisfaction of TOWN. The Contractor shall be responsible for injury to persons caused by the operation of its equipment.

STORAGE OF MATERIALS

Contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas, unless it is pre-approved by TOWN.

DISPOSAL OF WASTE

The Contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the Bidder's responsibility to become familiar with the existing conditions of Preserve to determine the type of equipment necessary to successfully provide the specified services.

PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state and shall be corrected to the satisfaction of the Public Services Director Stanley Merantus.

DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to TOWN prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide the necessary protection to prevent damage to property being repaired or replaced. If the work site has any pre-existing damage, the Contractor shall notify the Community Economic Development Department in writing via electronic mail at sreutlinger@tppfl.gov. Failure to do so shall obligate the Contractor to make repairs per the above section.

LIQUIDATED DAMAGES

If TOWN finds any deficiencies in work performed under Scope of Work, the deficiencies will be addressed in a letter addressed to the Contractor within five (5) calendar days from inspection. The Contractor will have (10) calendar days to correct such deficiencies. No work will be paid for until all work has been inspected and approved by TOWN. Time is of the essence and $500.00 a day liquidated damages may be assessed for every calendar day the project is late.

SECTION 5

SCOPE OF WORK

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for sewer and road improvements including sewer system installation, milling, and resurfacing, thermoplastic pavement markings, and site restoration [including landscaping swale, concrete curb and gutter, driveways (asphalt, paver, or concrete), mailbox, street signs, etc.] as detailed in the plans and specifications attached hereto as Exhibit A.

SECTION 6

TOWN FORMS

BID FORM

i. Bidder agrees to perform all the work described in the contract documents to provide a complete project as shown on the plans and specifications under the following lump sum and/or unit prices.
ii. The owner reserves the right to substitute and/or delete items as necessary to meet the funding budget.
iii. Bids shall not include sales tax and all other applicable taxes and fees.
iv. In the case of a discrepancy between the unit cost and the total, the discrepancy shall favor the owner (lower resulting total cost)

Bid Prices Shall Be Based Pursuant to Specifications and Exhibit A. Contractor Shall Calculate and Provide Quantity Required for Each Line Item.

In accordance with the Town's Invitation to Bid (RFP 24-06) and the specifications contained herein, the undersigned proposes the following Bid prices:

A. SW 25TH STREET STORMWATER IMPROVEMENTS BID TABULATION

Company Name					
ITEM #	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT COST**	**TOTAL COST ($)**
1.	Mobilization	1	LS		
2.	Maintenance of Traffic	1	LS		
3.	Survey Stakeout and As-Builts	1	LS		
4.	Testing	1	LS		
5.	Clearing and Grubbing	1	LS		
6.	Erosion Control / SWPPP	1	LS		
7.	Remove Catch Basins / manholes	8	EA		
8.	Remove 3' Sidewalk	35	SY		
9.	Remove Drainage Pipe 12"-24"	1135	LF		
10.	Behan Park (Remove pumps, fencing, force main and misc.) - complete including disposal	1	LS		
11.	Grout fill and abandon existing drainage pipe (up to 24")	90	LF		
12.	Cut / Cap Existing Drainage Pipe (12" - 24")	7	EA		
13.	Drainage Manhole C-5 w/ USF 580 Ring & Cover	6	EA		
14.	Drainage Inlet C-5 w/ USF 4155-6210 Frame & Grate	4	EA		
15.	Drainage Manhole M-4 w/ USF 580 Ring & Cover	0	EA		
16.	Drainage Manhole M-5 w/ USF 580 Ring & Cover	0	EA		

Company Name					
ITEM #	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT COST**	**TOTAL COST ($)**
17.	Drainage Inlet M-5 w/ USF 4155-6210 Frame & Grate	1	EA		
18.	Drainage Manhole M-6 w/ USF 580 Ring and Cover	0	EA		
19.	M-6 Control Structure w/ USF 580 Ring and Cover	1	EA		
20.	7’ x 6' Control Structure w/ (2) USF 580 Ring and Cover	0	EA		
21.	5' x 6' Control Structure w/ USF 1120T	0	EA		
22.	7' x 8' Control Structure w/ (2) USF 580 Ring and Cover	1	EA		
23.	Type M-4 MH Control Structure w/ USF 580 Ring and Cover	0	EA		
24.	Type D Inlet W/ USF 6626 Grate	2	EA		
25.	Type D Inlet W/ USF6626 Grate & Conc. Apron	1	EA		
26.	5'x5.5' Rect. Inlet w/ USF 4155-6210 Frame & Grate	2	EA		
27.	15'x7' Rect. MH (trash Rach Chamber) w/ (1) USF 1120T Slab Top Ring & Hatch Cover and (1) H-20 Rated Aluminum Hinged Access Cover	1	EA		
28.	15" Contech A2000 PVC Solid	0	LF		
29.	18" Contech A2000 PVC Solid	0	LF		
30.	24" Contech A2000 PVC Solid	52	LF		
31.	30" Contech A2000 PVC Solid	0	LF		
32.	36" Contech A2000 PVC Solid	680	LF		
33.	36" Contech A2000 PPVC (8'w x 6'H Exfiltration Trench)	369	LF		
34.	36" Contech A2000 PPVC (10'w x 6'H Exfiltration Trench)	517	LF		
35.	36" Contech A2000 PPVC (10'w x 5.5'H Exfiltration Trench)	0	LF		
36.	24" Contech A2000 PPVC (10'w x 6'H Exfiltration Trench)	0	LF		
37.	30" Contech A2000 PPVC (8'w x 6'H Exfiltration Trench)	0	LF		
38.	Connect to Existing Drainage	4	EA		
39.	36" CAP	56	LF		
40.	48" RCP	26	LF		
41.	30" PRB	0	EA		

Company Name					
ITEM #	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT COST**	**TOTAL COST ($)**
42.	36" PRB	0	EA		
43.	42" PRB	9	EA		
44.	36" Tideflex Checkvalve (Series TF-1) - Installed complete	1	LF		
45.	Water Main relocations / adjustments (complete: including all testing, compaction, restoration, sample points)	45	LF		
46.	Utility Relocations Adjustments	72	LF		
47.	Storm Sewer Pump Station (Complete)	1	LS		
48.	14" DIP (Class 350) (open cut forcemain)	900	LF		
49.	20" DIP (Class 350) (open cut forcemain)	50	LF		
50.	Forcemain DIP fittings	1.5	TN		
51.	Seawall Reconstruction (Design Build complete including all permitting)	1	LS		
52.	Pavement Marking and Signage	1	LS		
53.	Construction Contingency	1	LS	$250,000	$250,000
54.	**TOTAL**			$	

Authorized Signatory:

(Signature)

Executed by:

(Type or Print Name)

Title:

A. BID SIGNATURE PAGE

HOW TO SUBMIT BIDS: Bids must be submitted by hard copy. It is the sole responsibility of the Bidder to ensure that the Bid reaches the Town of Pembroke Park, Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 33023, on or prior to the Bid due date and time listed. Bids submitted by fax or email will not be accepted.

The undersigned hereby agrees to furnish services subject to all instructions, terms, conditions, specifications, and addenda contained in the Invitation to Bid (RFP).

I have read the RFP, and all attachments including the specifications and fully understand what is required. By submitting this signed Bid, I understand any resulting Town contract will be subject to RFP instructions, terms, conditions, specifications, and addenda.

Submitted by	Date
Signature	Date
Name Print	Title
Company (Legal Registration)	

FOREIGN CORPORATIONS MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address			
City		State	Zip
Telephone No.	FAX No	Email	
Does your firm qualify for MBE or WBE status?		MBE	WBE

TOWN OF PEMBROKE PARK SUBMITTAL REQUIRED FORMS

Bidders must complete and submit all TOWN requested documentation to be considered a responsive and responsible Bidder.

1. Questionnaire
2. Bid Acknowledgment
3. Vendor/Bidder Disclosure
4. Subcontractors
5. References
6. Scrutinized Companies
7. Public Entity Crimes
8. Conflict of Interest Disclosure
9. Non-Collusion Statement
10. Confirmation of Drug-Free Workplace
11. Acknowledgement of Addenda

QUESTIONNAIRE

Submitted by (*Company Name*):

Corporation Partnership Individual Joint Venture

Other Describe:

Office Location:

Number of people in your organization:

Length of time the Contractor has been doing business under this name in Florida: Years

Under what other name(s) has your firm operated:

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES *(attach a detailed explanation)* NO

BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, RFP 22-06, SW 32nd Street Asphalt Replacement for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached RFP.

The undersigned gives permission for Pembroke Park to contact business references provided in this Bid, and any others for whom the undersigned has performed work.

The undersigned further states that this Bid is made in good faith and is not founded on, or in consequence of, any collusion, anti-competitive agreement, or other type of anti-competitive activities between themselves and any other interested party, in restraint of free competition.

Bidder Business Name: _____

Authorized Representative Signature: _____

Authorized Representative Name (Print): _____

Authorized Representative Title (Print): _____

Address: _____

Date: _____ Phone: _____ Fax: _____

Email Address: _____

Key Staff Member(s) Will Assign to Project: _____



VENDOR/BIDDER DISCLOSURE

I, _____, being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park

("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: _____

Address: _____

_____

FEIN: _____

State and date of incorporation _____

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership

The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest Town of Pembroke Park in the contract or business transaction with TOWN are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership

STATE OF FLORIDA)
)
COUNTY OF _____)

By:_____ Date:_____
Signature of Affiant

_____
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this _____ day of

_____ 20____, by _____, he/she is personally known

to me or has presented _____ as identification.

_____
Notary Public, State of Florida at Large

_____
Print or Stamp of Notary:

SUBCONTRACTORS

The Bidder shall list all Subcontractors to be used on this project, if awarded the Contract for this project in the form below.

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.			
2.			
3.			
4.			
5.			

DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES
ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

_____ _____
Authorized Representative (Signature) Date

_____
Authorized Representative/Title
(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name: _____

1. Company: _____

Street Address: _____

City, State & Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

_____

_____

2. Company: _____

Street Address: _____

City, State & Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

_____

_____

3. Company: _____

Street Address: _____

City, State & Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

_____

SCRUTINIZED COMPANIES

CERTIFICATION REGARDING SCRUTINIZED COMPANIES. The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of $1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of $1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Acknowledged By:

Firm Name:

Printed Name: Title:

Signature: Date:

PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged By:

Firm Name:

Printed Name: Title:

Signature: Date:

CONFLICT OF INTEREST DISCLOSURE

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid, the name of any officer, director, or agent who is also an employee or relative of an employee of the Town of Pembroke Park ("TOWN").

Furthermore, all Bidders must disclose the name of any TOWN employee or relative(s) of a TOWN employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give TOWN the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any TOWN duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation, if necessary:

☐ To the best of our knowledge, the undersigned Contractor has no potential conflict of interest as defined in Chapter 112, Florida Statutes.

☐ The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this RFP.

Acknowledged By:

Firm Name:

Printed Name: Title:

Signature: Date:

PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

The Town reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

_____ _____

Authorized Representative (Signature) Date

_____

Authorized Representative/Title
(Print or Type)

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Bidder's Signature

_____

Date

A. SW 25TH STREET STORMWATER IMPROVEMENTS BID TABULATION

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	
1.	Mobilization	1	LS	299,106.00	299,106.00	
2.	Maintenance of Traffic	1	LS	48,575.00	48,575.00	
3.	Survey Stakeout and As-Builts	1	LS	81,925.00	81,925.00	
4.	Testing	1	LS	21,750.00	21,750.00	
5.	Clearing and Grubbing	1	LS	63,081.00	63,081.00	
6.	Erosion Control / SWPPP	1	LS	14,355.00	14,355.00	
7.	Remove Catch Basins / manholes	8	EA	1,914.00	15,312.00	
8.	Remove 3' Sidewalk	35	SY	29.00	1,015.00	
9.	Remove Drainage Pipe 12"-24"	1135	LF	44.00	49,940.00	
10.	Behan Park (Remove pumps, fencing, force main and misc.) - complete including disposal	1	LS	115,980.00	115,980.00	Remove only pumps, pipes and electrical parts, keeping the same wet well and valve vault.
11.	Grout fill and abandon existing drainage pipe (up to 24")	90	LF	148.00	13,320.00	
12.	Cut / Cap Existing Drainage Pipe (12" - 24")	7	EA	1,390.00	9,730.00	
13.	Drainage Manhole C-5 w/ USF 580 Ring & Cover	6	EA	8,223.00	49,338.00	
14.	Drainage Inlet C-5 w/ USF 4155-6210 Frame & Grate	4	EA	8,171.00	32,684.00	
15.	Drainage Manhole M-4 w/ USF 580 Ring & Cover	0	EA		0.00	
16.	Drainage Manhole M-5 w/ USF 580 Ring & Cover	0	EA		0.00	
17.	Drainage Inlet M-5 w/ USF 4155-6210 Frame & Grate	1	EA	8,690.00	8,690.00	
18.	Drainage Manhole M-6 w/ USF 580 Ring and Cover	0	EA		0.00	
19.	M-6 Control Structure w/ USF 580 Ring and Cover	1	EA	10,377.00	10,377.00	
20.	7' x 6' Control Structure w/ (2) USF 580 Ring and Cover	0	EA		0.00	
21.	5' x 6' Control Structure w/ USF 1120T	0	EA		0.00	
22.	7' x 8' Control Structure w/ (2) USF 580 Ring and Cover	1	EA	52,026.00	52,026.00	
23.	Type M-4 MH Control Structure w/ USF 580 Ring and Cover	0	EA		0.00	
24.	Type D Inlet W/ USF 6626 Grate	2	EA	7,870.00	15,740.00	
25.	Type D Inlet W/ USF6626 Grate & Conc. Apron	1	EA	8,812.00	8,812.00	
26.	5'x5.5' Rect. Inlet w/ USF 4155-6210 Frame & Grate	2	EA	8,722.00	17,444.00	

27.	15'x7' Rect. MH (trash Rach Chamber) w/ (1) USF 1120T Slab Top Ring & Hatch Cover and (1) H-20 Rated Aluminum Hinged Access Cover	1	EA	146,247.00	146,247.00	
28.	15" Contech A2000 PVC Solid	0	LF		0.00	
29.	18" Contech A2000 PVC Solid	0	LF		0.00	
30.	24" Contech A2000 PVC Solid	52	LF	391.00	20,332.00	
31.	30" Contech A2000 PVC Solid	0	LF		0.00	
32.	36" Contech A2000 PVC Solid	680	LF	500.00	340,000.00	
33.	36" Contech A2000 PPVC (8'w x 6'H Exfiltration Trench)	369	LF	715.00	263,835.00	
34.	36" Contech A2000 PPVC (10'w x 6'H Exfiltration Trench)	517	LF	730.00	377,410.00	
35.	36" Contech A2000 PPVC (10'w x 5.5'H Exfiltration Trench)	0	LF		0.00	
36.	24" Contech A2000 PPVC (10'w x 6'H Exfiltration Trench)	0	LF		0.00	
37.	30" Contech A2000 PPVC (8'w x 6'H Exfiltration Trench)	0	LF		0.00	
38.	Connect to Existing Drainage	4	EA	2,045.00	8,180.00	
39.	36" CAP	56	LF	502.00	28,112.00	
40.	48" RCP	26	LF	956.00	24,856.00	
41.	30" PRB	0	EA		0.00	
42.	36" PRB	0	EA		0.00	
43.	42" PRB	9	EA	3,611.00	32,499.00	
44.	36" Tideflex Checkvalve (Series TF-1) - Installed complete	1	LF	47,212.00	47,212.00	
45.	Water Main relocations / adjustments (complete: including all testing, compaction, restoration, sample points)	45	LF	839.00	37,755.00	
46.	Utility Relocations Adjustments	72	LF	924.00	66,528.00	
47.	Storm Sewer Pump Station (Complete)	1	LS	939,300.00	939,300.00	New pumps, pipes and electrical parts, keeping the same wet well and valve vault.
48.	14" DIP (Class 350) (open cut forcemain)	900	LF	0.00	0.00	Keeping the same forcemain
49.	20" DIP (Class 350) (open cut forcemain)	50	LF	0.00	0.00	Keeping the same forcemain
50.	Forcemain DIP fittings	1.5	TN	0.00	0.00	Keeping the same forcemain
51.	Seawall Reconstruction (Design Build complete including all permitting)	1	LS	67,715.00	67,715.00	
52.	Pavement Marking and Signage	1	LS	21,750.00	21,750.00	
53.	Construction Contingency	1	LS	125,000.00	125,000.00	Reduce contingency by half
54.	**TOTAL**				3,475,931.00	

SECTION 6

TOWN FORMS

BID FORM

i. Bidder agrees to perform all the work described in the contract documents to provide a complete project as shown on the plans and specifications under the following lump sum and/or unit prices.
ii. The owner reserves the right to substitute and/or delete items as necessary to meet the funding budget.
iii. Bids shall not include sales tax and all other applicable taxes and fees.
iv. In the case of a discrepancy between the unit cost and the total, the discrepancy shall favor the owner (lower resulting total cost)

Bid Prices Shall Be Based Pursuant to Specifications and Exhibit A. Contractor Shall Calculate and Provide Quantity Required for Each Line Item.

In accordance with the Town's Invitation to Bid (RFP 24-06) and the specifications contained herein, the undersigned proposes the following Bid prices:

A. SW 25TH STREET STORMWATER IMPROVEMENTS BID TABULATION

Company Name	Southeastern Engineering Contractors, inc				
ITEM #	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT COST**	**TOTAL COST ($)**
1.	Mobilization	1	LS	299,106.00	299,106.00
2.	Maintenance of Traffic	1	LS	48,575.00	48,575.00
3.	Survey Stakeout and As-Builts	1	LS	81,925.00	81,925.00
4.	Testing	1	LS	21,750.00	21,750.00
5.	Clearing and Grubbing	1	LS	63,081.00	63,081.00
6.	Erosion Control / SWPPP	1	LS	14,355.00	14,355.00
7.	Remove Catch Basins / manholes	8	EA	1,914.00	15,312.00
8.	Remove 3' Sidewalk	35	SY	29.00	1,015.00
9.	Remove Drainage Pipe 12"-24"	1135	LF	44.00	49,940.00
10.	Behan Park (Remove pumps, fencing, force main and misc.) - complete including disposal	1	LS	215,955.00	215,955.00
11.	Grout fill and abandon existing drainage pipe (up to 24")	90	LF	148.00	13,320.00
12.	Cut / Cap Existing Drainage Pipe (12" - 24")	7	EA	1,390.00	9,730.00
13.	Drainage Manhole C-5 w/ USF 580 Ring & Cover	6	EA	8,223.00	49,338.00
14.	Drainage Inlet C-5 w/ USF 4155-6210 Frame & Grate	4	EA	8,171.00	32,684.00
15.	Drainage Manhole M-4 w/ USF 580 Ring & Cover	0	EA	–	–
16.	Drainage Manhole M-5 w/ USF 580 Ring & Cover	0	EA	–	–

Company Name	Southeastern Engineering Contractors, Inc

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST ($)
17.	Drainage Inlet M-5 w/ USF 4155-6210 Frame & Grate	1	EA	8,690.00	8,690.00
18.	Drainage Manhole M-6 w/ USF 580 Ring and Cover	0	EA	–	–
19.	M-6 Control Structure w/ USF 580 Ring and Cover	1	EA	10,377.00	10,377.00
20.	7' x 6' Control Structure w/ (2) USF 580 Ring and Cover	0	EA	–	–
21.	5' x 6' Control Structure w/ USF 1120T	0	EA	–	–
22.	7' x 8' Control Structure w/ (2) USF 580 Ring and Cover	1	EA	52,026.00	52,026.00
23.	Type M-4 MH Control Structure w/ USF 580 Ring and Cover	0	EA	–	–
24.	Type D Inlet W/ USF 6626 Grate	2	EA	7,870.00	15,740.00
25.	Type D Inlet W/ USF6626 Grate & Conc. Apron	1	EA	8,812.00	8,812.00
26.	5'x5.5' Rect. Inlet w/ USF 4155-6210 Frame & Grate	2	EA	8,722.00	17,444.00
27.	15'x7' Rect. MH (trash Rach Chamber) w/ (1) USF 1120T Slab Top Ring & Hatch Cover and (1) H-20 Rated Aluminum Hinged Access Cover	1	EA	146,247.00	146,247.00
28.	15" Contech A2000 PVC Solid	0	LF	–	–
29.	18" Contech A2000 PVC Solid	0	LF	–	–
30.	24" Contech A2000 PVC Solid	52	LF	391.00	20,332.00
31.	30" Contech A2000 PVC Solid	0	LF	–	–
32.	36" Contech A2000 PVC Solid	680	LF	500.00	340,000.00
33.	36" Contech A2000 PPVC (8'w x 6'H Exfiltration Trench)	369	LF	715.00	263,835.00
34.	36" Contech A2000 PPVC (10'w x 6'H Exfiltration Trench)	517	LF	730.00	377,410.00
35.	36" Contech A2000 PPVC (10'w x 5.5'H Exfiltration Trench)	0	LF	–	–
36.	24" Contech A2000 PPVC (10'w x 6'H Exfiltration Trench)	0	LF	–	–
37.	30" Contech A2000 PPVC (8'w x 6'H Exfiltration Trench)	0	LF	–	–
38.	Connect to Existing Drainage	4	EA	2,045.00	8,180.00
39.	36" CAP	56	LF	502.00	28,112.00
40.	48" RCP	26	LF	956.00	24,856.00
41.	30" PRB	0	EA	–	–

Company Name	Southeastern Engineering Contractors, Inc				
ITEM #	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT COST**	**TOTAL COST ($)**
42.	36" PRB	0	EA	—	—
43.	42" PRB	9	EA	3,611.00	32,499.00
44.	36" Tideflex Checkvalve (Series TF-1) - Installed complete	1	LF	47,212.00	47,212.00
45.	Water Main relocations / adjustments (complete: including all testing, compaction, restoration, sample points)	45	LF	839.00	37,755.00
46.	Utility Relocations Adjustments	72	LF	924.00	66,528.00
47.	Storm Sewer Pump Station (Complete)	1	LS	1,514,192.00	1,514,192.00
48.	14" DIP (Class 350) (open cut forcemain)	900	LF	503.00	452,700.00
49.	20" DIP (Class 350) (open cut forcemain)	50	LF	817.00	40,850.00
50.	Forcemain DIP fittings	1.5	TN	37,910.00	56,865.00
51.	Seawall Reconstruction (Design Build complete including all permitting)	1	LS	67,715.00	67,715.00
52.	Pavement Marking and Signage	1	LS	21,750.00	21,750.00
53.	Construction Contingency	1	LS	$250,000	$250,000
54.	**TOTAL**			$ 4,826,213.00	

Authorized Signatory:

(Signature)

Executed by: Eduardo Quinquet

(Type or Print Name)

Title: President

A. BID SIGNATURE PAGE

HOW TO SUBMIT BIDS: Bids must be submitted by hard copy. It is the sole responsibility of the Bidder to ensure that the Bid reaches the Town of Pembroke Park, Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 33023, on or prior to the Bid due date and time listed. Bids submitted by fax or email will not be accepted.

The undersigned hereby agrees to furnish services subject to all instructions, terms, conditions, specifications, and addenda contained in the Invitation to Bid (RFP).

I have read the RFP, and all attachments including the specifications and fully understand what is required. By submitting this signed Bid, I understand any resulting Town contract will be subject to RFP instructions, terms, conditions, specifications, and addenda.

Southeastern Engineering Contractors, Inc	03/17/25
Submitted by	Date
	03/17/25
Signature	Date
Eduardo Dominguez	President
Name Print	Title
FEIN 59 2425850 911 NW 209th Ave. #101 Pembroke Pines, FL 33029	
Company (Legal Registration)	

FOREIGN CORPORATIONS MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

911 NW 209th Ave. #101 Pembroke Pines, FL 33029			
Address			
City	State	Zip	
Telephone No. 305 557 4226	FAX No —	Email eddie@southeasterneng.com	

Does your firm qualify for MBE or WBE status? NO MBE WBE

TOWN OF PEMBROKE PARK SUBMITTAL REQUIRED FORMS

Bidders must complete and submit all TOWN requested documentation to be considered a responsive and responsible Bidder.

1. Questionnaire
2. Bid Acknowledgment
3. Vendor/Bidder Disclosure
4. Subcontractors
5. References
6. Scrutinized Companies
7. Public Entity Crimes
8. Conflict of Interest Disclosure
9. Non-Collusion Statement
10. Confirmation of Drug-Free Workplace
11. Acknowledgement of Addenda

QUESTIONNAIRE

Submitted by (*Company Name*): Southeastern Engineering Contractors, Inc

Corporation | Partnership | Individual | Joint Venture

Other Describe: —

Office Location:

911 NW 209th Ave. #101 Pembroke Pines, FL 33029

Number of people in your organization:

28

Length of time the Contractor has been doing business under this name in Florida: Years

June 1984 40

Under what other name(s) has your firm operated:

N/A

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

NO

YES *(attach a detailed explanation)* NO

BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, RFP 22-06, SW 32nd Street Asphalt Replacement for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached RFP.

The undersigned gives permission for Pembroke Park to contact business references provided in this Bid, and any others for whom the undersigned has performed work.

The undersigned further states that this Bid is made in good faith and is not founded on, or in consequence of, any collusion, anti-competitive agreement, or other type of anti-competitive activities between themselves and any other interested party, in restraint of free competition.

Bidder Business Name: Southeastern Engineering Contractors, Inc

Authorized Representative Signature:

Authorized Representative Name (Print): Eduardo Dominguez

Authorized Representative Title (Print): President

Address: 911 NW 209th Ave. #101 Pembroke Pines, FL 33029

Date: 03/17/25 Phone: 305 557 4226 Fax: -

Email Address: eddie@Southeastern Eng.com

Key Staff Member(s) Will Assign to Project: Orlando Lopez

VENDOR/BIDDER DISCLOSURE

I, Eduardo Dominguez being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Southeastern Engineering Contractors, Inc

Address: 911 NW 209th Ave. #101 Pembroke Pines, FL 33025

FEIN: 59 2425850

State and date of incorporation Florida June/1984

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
Eduardo Dominguez	911 NW 209th Ave. #101 Pembroke Pines, FL 33025	100

The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest Town of Pembroke Park in the contract or business transaction with TOWN are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
N/A		

STATE OF FLORIDA)
)
COUNTY OF Broward)

By:_____ Date: 03/17/25
Signature of Affiant

_____
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 17 day of

March 2025, by Eduardo Dominguez, he/she is personally known

to me or has presented N/A as identification.

_____
Notary Public, State of Florida at Large

Notary Public State of Florida
Natalia A Jofre
My Commission HH 369419
Expires 3/24/2027

_____
Print or Stamp of Notary:

SUBCONTRACTORS

The Bidder shall list all Subcontractors to be used on this project, if awarded the Contract for this project in the form below.

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.	Electrical	A Bernal Service, Corp	14850 Dade Pine Ave. Miami Lakes, FL 33014
2.			
3.			
4.			
5.			

DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES
ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1 03/07/25

Addendum No _____

Addendum No. _____

Addendum No. _____

_____ 03/17/25
Authorized Representative (Signature) Date

Edwardo Bruinger / President
Authorized Representative/Title
(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600

RFP 25-01R

SW 25TH ST STORMWATER IMPROVEMENT

ADDENDUM NO. 1

ISSUED: March 7, 2025

This addendum is issued to include the addendums from the initial RFP.

Cynthia Garcia-Lima
Town Clerk

Company Name: Southeastern Engineering Contractors, Inc
(please print)

Bidder's Signature: _____

Date: 02/10/25

REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name: _____

1. Company: See attached References

Street Address: _____

City, State & Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

_____

_____

2. Company: _____

Street Address: _____

City, State & Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

_____

_____

3. Company: _____

Street Address: _____

City, State & Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

_____

Southeastern
ENGINEERING CONTRACTORS, INC.

FIRM REFERENCES

Project Title:	Annual Storm Drainage Contract
Contract Amount:	$2,000,000.00
Client:	City of Fort Lauderdale
Client's Rep.:	Sayd Hussain, Project Manager. Public Works, 954-701 7414, SHussain@fortlauderdale.gov

Project Title:	Storm Sewer Capital Improvement Project.
Contract Amount:	$13, 926, 071.00
Client:	Town of Golden Beach
Client's Rep.:	Alex Diaz, Town Manager, 305-932 0744 alexdiaz@goldenbeach.us

Project Title:	CDBG 45th and 46th NW 8rth Ave
Contract Amount:	$419,350.00
Client:	City of Wilton Manors
Client's Rep.:	Todd De Jesus, Capital Projects Administrator, 954-390 2105, TDeJesus@wiltonmanors.com

Project Title:	Mary Brickell Village Drainage Improvements.
Contract Amount:	$2,576,882.00
Client:	City of Miami
Client's Rep.:	Valentine Onuigbo, Construction Manager, 305-416 2588, vonuigbo@miamigov.com

Project Title:	Stormwater Improvements Sub-Basins F-5, C-6, C-7, G-1.
Contract Amount:	$798,969.70
Client:	City of Doral
Client's Rep.:	Carlos Arroyo, Assistant Director 786-367 5083 Carlos.Arroyo@Cityofdoral.com

SCRUTINIZED COMPANIES

CERTIFICATION REGARDING SCRUTINIZED COMPANIES. The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of $1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of $1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Acknowledged By:

Firm Name: Southeastern Engineering Contractors, Inc

Printed Name: Eduardo Dominguez Title: President

Signature: Date: 03/17/25

PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged By:

Firm Name: Southeastern Engineering Contractors, Inc

Printed Name: [illegible] Dominguez Title: President

Signature: Date: 03/17/25

CONFLICT OF INTEREST DISCLOSURE

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid, the name of any officer, director, or agent who is also an employee or relative of an employee of the Town of Pembroke Park ("TOWN").

Furthermore, all Bidders must disclose the name of any TOWN employee or relative(s) of a TOWN employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give TOWN the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any TOWN duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation, if necessary:

☑ To the best of our knowledge, the undersigned Contractor has no potential conflict of interest as defined in Chapter 112, Florida Statutes.

☐ The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this RFP.

Acknowledged By:

Firm Name: Southeastern Engineering Contractors, Inc

Printed Name: Odalys Domínguez Title: President

Signature: Date: 03/17/25

PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I Eduardo Dominguez certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

The Town reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: Southeastern Engineering Contractors, Inc

Authorized Representative (Signature)

03/17/25
Date

Eduardo Dominguez / President
Authorized Representative/Title
(Print or Type)

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

03/17/25

Date

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DOMINGUEZ, EDUARDO

SOUTHEASTERN ENGINEERING CONTRACTORS, INC.
911 NW 209TH AVE STE 101
PEMBROKE PINES FL 33029

LICENSE NUMBER: CGC1520810

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/18/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Southeastern
ENGINEERING CONTRACTORS, INC.

PROJECT EXPERIENCE (Last 5 Years)

Project Title:	**McKinley ST Interceptor Vent. and Tyler ST Conflict Box Revision**
Type of Construction:	Sewer Upgrade
Contract Amount:	$200,495.00
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Mr. Feng Jian PE, Assistant Director (954)-921-3930
Completion Date:	Jun-24

Project Title:	**Weston SW 36Th Street Cul-de-sac**
Type of Construction:	Roadway Improvements
Contract Amount:	$375,756.00
Type of Contract:	Unit Prices
Client:	City of Weston
Client's Rep:	Mr. Scott Buck, Senior Project Manager (954) 483-4946
Completion Date:	Apr-24

Project Title:	**Crandon Boulevard and Harbor Drive Intersection Improvements**
Type of Construction:	Storm Water Improvements
Contract Amount:	$440,233.80
Type of Contract:	Unit Prices
Client:	Village of Key Biscayne
Client's Rep:	Mr. Andrew List, PE Associate Project Manager (954) 921-3930
Completion Date:	Apr-24

Project Title:	**NE 3rd and NE 4th Street Drainage Improvements**
Type of Construction:	Storm Water Improvements
Contract Amount:	$941,870.60
Type of Contract:	Unit Prices
Client:	City of Pompano Beach
Client's Rep:	Mr. Christopher Schlageter Engineering Project Manager (954) 786-4022
Completion Date:	Mar-24

Project Title:	**Civil Work Related to Taft Street FM Wall Loss Verification**
Type of Construction:	Water Main, FM and Sanitary Sewer Improvements
Contract Amount:	$469,887.00
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Juan Jose Figueroa, PE Senior Project Manager- ECSD 954-864-6622
Completion Date:	Apr-23

Project Title:	**Water System Interconnect Upgrades**
Type of Construction:	Water Main Improvements
Contract Amount:	$642,890.00
Type of Contract:	Unit Prices
Client:	City of Pompano Beach
Client's Rep:	Mathew Marsh, McCafferty Brinson Consulting, LLC 954 918 0744
Completion Date:	Apr-23

Project Title:	**Lift Station W-14 Upgrade**
Type of Construction:	Sewer Pump Station
Contract Amount:	$2,395,072.00
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Mr. Feng Jian PE, Assistant Director (954)-921-3930
Completion Date:	Sep-22

Project Title:	**El Jardin Stormwater Improvements**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	$322,643.00

Type of Contract:	Unit Prices
Client:	Village Of El Portal
Client's Rep:	Mr. Orlando Rubio, Senior Supervising Engineer, 561 314 4445, x203
Completion Date:	Apr-22

Project Title:	**Center Island Pump Station**
Type of Construction:	Stormwater Pump Station
Contract Amount:	$1,235,280.50
Type of Contract:	Unit Prices
Client:	Town of Golden Beach
Client's Rep:	Mr. Orlando Rubio, Senior Supervising Engineer 561 314 4445, x203
Completion Date:	Dec-22

Project Title:	**CDBG 47th NW 8th Ave**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	$136,387.50
Type of Contract:	Unit Prices
Client:	City of Wilton Manors
Client's Rep:	Todd De Jesus, City Project Manager 954 290 5378
Completion Date:	Jul-22

Project Title:	**CDBG 45th and 46th NW 8th Ave**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	$419,350.50
Type of Contract:	Unit Prices
Client:	City of Wilton Manors
Client's Rep:	Todd De Jesus, City Project Manager
Completion Date:	Jan-22

Project Title:	**Annual Storm Drainage Contract**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	2,000,000 Contract Cap
Type of Contract:	Unit Prices
Client:	City of Fort Lauderdale
Client's Rep:	Mr. Rares Petrica, Project Manager , Public Words, 954 828-6720
Completion Date:	Jun-21

Project Title:	**Outfall 13 at 14 Harbor Point Construction Project**
Type of Construction:	Drainage
Contract Amount:	$234,302.30
Type of Contract:	Unit Prices
Client:	Village of Key Biscayne
Client's Rep:	Natanael Diaz, Project Manager
Completion Date:	Dec-20

Project Title:	**Lift Station W-27 Upgrade**
Type of Construction:	Sewer Pump Station
Contract Amount:	$402,740.01
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Feng Jian PE, Assistant Director (954)-921-3930
Completion Date:	Oct-20

Project Title:	**Lift Station No. 103**
Type of Construction:	Sewer Pump Stations
Contract Amount:	$873,461.59
Type of Contract:	Unit Prices
Client:	City of Plantation
Client's Rep:	John Adams, Capital Improvement Administrator 954-865-8296
Completion Date:	Dec-20

Project Title:	**NW 67th Avenue Widening Project**
Type of Construction:	Roadway improvements
Contract Amount:	$505,725.93
Type of Contract:	Unit Prices

Client:	Town of Miami Lakes
Client's Rep:	Omar Santos Public Works Engineer (305) 364-6100 Ext.1182
Completion Date:	Sept. 2020
Project Title:	**Rehabilitation of Wastewater Pump Station No. 12**
Type of Construction:	Sewer Pump Station
Contract Amount:	$918,527.09
Type of Contract:	Unit Prices
Client:	City of North Miami
Client's Rep:	Miguel A Lockward, EI, ENV SP (305).265.5420
Completion Date:	Sept. 2020
Project Title:	**Lift Station 117 and 307 Rehabilitation**
Type of Construction:	Sewer Pump Stations
Contract Amount:	$914,313.75
Type of Contract:	Unit Prices
Client:	City of Sunrise
Client's Rep:	Gregg Bagnall 954-888-6097
Completion Date:	Jan. 2021
Project Title:	**Margate Lift Station 21 Renovation**
Type of Construction:	Sewer Pump Station
Contract Amount:	$454,528.88
Type of Contract:	Unit Prices
Client:	City of Margate
Client's Rep:	Keith Schriner (Craig A. Smith & Associates), 954-618-9978
Completion Date:	Nov. 2020
Project Title:	**High Tide Stormwater Improvements**
Type of Construction:	Drainage
Contract Amount:	$131,512.00
Type of Contract:	Unit Prices
Client:	Town of Golden Beach
Client's Rep:	Mr. Orlando Rubio, Senior Supervising Engineer, 561 314 4445, x203
Completion Date:	Mar. 2020
Project Title:	**State Road 7 Lift Stations (W-12, W-13, W-23 & W-24)**
Type of Construction:	Sewer Pump Stations
Contract Amount:	$3,007,950
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Mr. Feng Jian PE, Assistant Director (954)-921-3930
Completion Date:	Mar. 2020
Project Title:	**Florida City Water & Sewer Utility Relocation-Adjustments**
Type of Construction:	Water and Sewer
Contract Amount:	$323,755
Type of Contract:	Unit Prices
Client:	City of Florida City
Client's Rep:	Pedro Gonzalez PE, City Engineer 786-302-1862
Completion Date:	Dec. 2020
Project Title:	**Lift Station E-4 Repair Project**
Type of Construction:	Sewer Pump Station
Contract Amount:	$204,247.00
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Mr. Feng Jian PE, Assistant Director (954)-921-3930
Completion Date:	Dec. 2019
Project Title:	**Pump Stations D-10 & D-11 Flow Analysis and Redesign**
Type of Construction:	Sewer Pump Stations
Contract Amount:	$1,026,980
Type of Contract:	Unit Prices
Client:	City of Fort Lauderdale

Client's Rep:	Daniel Fisher, PE, Project Manager 954-632-6487
Completion Date:	Feb. 2019
Project Title:	**2017 Alley Reconstruction Program**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	$1,159,138
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Clarissa Ip Project Manager 954-921-3915
Completion Date:	Oct. 2019
Project Title:	**Master Lift Station No. 1 Rehabilitation**
Type of Construction:	Sewer Pump Station
Contract Amount:	$1,323,689
Type of Contract:	Unit Prices
Client:	City of Delray Beach
Client's Rep:	Richard Chipman, Construction Manager 561-655 6175
Completion Date:	July. 2019
Project Title:	**Mary Brickell Village Drainage Improvements (Pump Station).**
Type of Construction:	Drainage Pump Station
Contract Amount:	$2,576, 882
Type of Contract:	Unit Prices
Client:	City of Miami
Client's Rep:	Valentine Onuigbo, Construction Manager 305-416-2588
Completion Date:	Jan. 2019
Project Title:	**Tribute Element**
Type of Construction:	Drainage and Water Main Improvements
Contract Amount:	$722,213
Type of Contract:	Lump Sum
Client:	Tutor Perini
Client's Rep:	Scott Prince
Completion Date:	Jan. 2019

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: SOUTHEASTERN ENGINEERING CONTRACTORS, INC.
Owner Name: EDUARDO DOMINGUEZ
Business Location: 911 NW 209TH AVE STE 101 PEMBROKE PINES
Business Phone: 305-557-4226

Receipt #: 189-319371
Business Type: ALL OTHER TYPES CONTRACTOR (GENERAL ENGINEERED CONSTRUCTION BUILDER)
Business Opened: 01/01/2021
State/County/Cert/Reg: CGC1520810
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		23		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

Receipt Fee	81.00
Packing/Processing/Canning Employees	0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

SOUTHEASTERN ENGINEERING CONTRACTO
911 NW 209TH AVE STE 101
PEMBROKE PINES, FL
33029-2112

Receipt #03B-23-00001570
Paid 07/30/2024 81.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

SOUTHEASTERN ENGINEERING
CONTRACTORS INC.
911 NW 209 AVE STE 101
PEMBROKE PINES FL 33029-0000

CITY OF PEMBROKE PINES
601 CITY CENTER WAY, LBTR-4TH FLOOR
PEMBROKE PINES, FL 33025

LOCAL BUSINESS TAX RECEIPT

Local Business Tax Certficate

In the event the business to which this receopt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

Receipt Date: October 1, 2024 through September 30, 2025

Business Name: SOUTHEASTERN ENGINEERING CONTRACTORS INC. **DBA:**

Business Location: 911 NW 209 AVE, 101
PEMBROKE PINES, FL 33029-0000

Receipt Number: 20190374-2022-1

Invoice Number: INV-00074359

Business Description: ADMINISTRATION SERVICES

Receipt Issued: Issued on 9/30/2024 12:00:00 AM

Receipt Expiration: Expires on 9/30/2025 12:00:00 AM

Business Classifications

SIGN-Sign

ADMSER-administrative services

An official website of the United States government
Here's how you know

E-Verify

Menu

My Company Profile

Company Information

Company Name

Southeastern Engineering Contractors, Inc.

Doing Business As (DBA)

Company ID

549288

Enrollment Date

04/26/2012

Employer ID Number

592425850

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

237

Sector

BID BOND

Bond No: n/a

CONTRACTOR:
(Name, legal status and address)
Southeastern Engineering Contractors, Inc.
911 NW 209 Ave, Ste 101
Pembroke Pines, FL 330

SURETY:
(Name, legal status and principal place of business)
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER:
(Name, legal status and address)
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

BOND AMOUNT: Five Percent of Amount of bid 5% amount of bid

PROJECT: SW 25th Street Stormwater Improvements RFP #25-01R
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition 1

Signed and sealed this 17th day of March, 2025.

(Witness)

Southeastern Engineering Contractors, Inc.
(Principal) (Seal)

(Title) Eduardo Dominguez, President

(Witness) Maria Li

FCCI Insurance Company
(Surety) (Seal)

(Title) Mayra Rodriguez
Atty-in-fact & FL Res Agent

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Mayra Rodriguez; Fausto Alvarez, Jr., Claudio Rubiera, Norman L Morris

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: _____
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 17th day of March, 2025

_____
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowen, Miclette & Britt of Florida, LLC 850 Concourse Pkwy S, Suite #105 Maitland FL 32751	CONTACT NAME: Michelle Rushing PHONE (A/C, No, Ext): 407-647-1616 FAX (A/C, No): 407-628-1635 E-MAIL ADDRESS: mrushing@bmbinc.com
INSURED SOUTHEASTE11 Southeastern Engineering Contractors, Inc. 911 NW 209th Ave., Ste. 101 Pembroke Pines FL 33029	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Charter Oak Fire Ins. Co. — 25615 INSURER B : Travelers Indemnity Company — 26658 INSURER C : Travelers Property Casualty Co of Amer — 25674 INSURER D : Bridgefield Casualty Insurance Company — 10335 INSURER E : Navigators Specialty Insurance Company — 36056 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2142376752 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	DT-CO-7T598390-COF-24	9/22/2024	9/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BA-7T59913A-24-2S-G	9/22/2024	9/22/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	CUP-7T606799-24-2S	9/22/2024	9/22/2025	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	19656073	9/22/2024	9/22/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Pollution Liability Professional Liability			SF24ECPU01040NC	10/11/2024	9/22/2025	Each Poll Incident Each Prof Occurrence Aggregate	1,000,000 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing Contact Person as shown above.

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an Additional Insureds with respect to the General Liability, Auto Liability and Umbrella Liability as afforded by the policy and/or endorsements.

When required by written contract, a Waiver of Subrogation, with respect to the General Liability, Auto Liability, Worker's Compensation and Umbrella is granted See Attached...

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: SOUTHEASTE11

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Bowen, Miclette & Britt of Florida, LLC	Southeastern Engineering Contractors, Inc. 911 NW 209th Ave., Ste. 101 Pembroke Pines FL 33029
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

to those parties listed in said contract, including the Certificate Holder.

The General Liability, Auto Liability, and Umbrella Liability, certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Agenda Item Report

Subject:	Speed Camera Program in School Zones - Town Manager Lynch ORDINANCE NO: 2025-002 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO POWERS OF LOCAL AUTHORITIES; AMENDING CHAPTER 22 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACE;" BY SPECIFICALLY AMENDING ARTICLE II, ENTITLED "STREETS, SIDEWALKS, AND ROADWAYS," DIVISION 5, ENTITLED, "ROADWAYS;" CREATING SECTION 22-100, TO BE ENTITLED "SPEED DETECTION SYSTEMS; SCHOOL ZONES;" PROVIDING FOR SPEED DETECTION SYSTEM PLACEMENT AND INSTALLATION; PROVIDING FOR SCHOOL CROSSING GUARD RECRUITMENT AND RETENTION PROGRAM; PROVIDING FOR SPEED DETECTION SYSTEMS IN SCHOOL ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	Consideration of an ordinance to implement a speed camera program within the Town's school zones, in accordance with State law. This program will be limited to school zones and will not be utilized elsewhere in the Town. The ordinance is being presented for its first reading.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Ordinance 2025-002
2025-002 - Business Impact Statement

ORDINANCE NO. 2025-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO POWERS OF LOCAL AUTHORITIES; AMENDING CHAPTER 22 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACE;" BY SPECIFICALLY AMENDING ARTICLE II, ENTITLED "STREETS, SIDEWALKS, AND ROADWAYS," DIVISION 5, ENTITLED, "ROADWAYS;" CREATING SECTION 22-100, TO BE ENTITLED "SPEED DETECTION SYSTEMS; SCHOOL ZONES;" PROVIDING FOR SPEED DETECTION SYSTEM PLACEMENT AND INSTALLATION; PROVIDING FOR SCHOOL CROSSING GUARD RECRUITMENT AND RETENTION PROGRAM; PROVIDING FOR SPEED DETECTION SYSTEMS IN SCHOOL ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sec. 316.008(9)(A), F.S., permits a city or municipality to enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to Florida Statutes section 316.1895 during specified times through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of ten (10) miles per hour over the speed limit in force at the time of the violation; and

WHEREAS, Florida Statutes section 316.008(9)(B) permits a county or municipality to install, or contract with a vendor to place or install, a speed detection system within a roadway maintained as a school zone as provided in Florida Statutes section 316.1895 to enforce unlawful speed violations, as specified in Florida Statutes sections 316.1895(10) or 316.183 on that roadway; and

WHEREAS, Florida Statutes section 316.008(9)(C) requires a county or municipality to enact an ordinance to authorize the placement or installation of a speed enforcement system on a roadway maintained as a school zone after a public hearing on such proposed ordinance in which

the county or municipality considers traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, and the county or municipality determines that the school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures;

WHEREAS, the Town Commission of the Town of Pembroke Park (the "Town") has held a public hearing in which it considered traffic data and other evidence and has found that school zones within the municipality constitute heightened safety risks that warrant additional enforcement measures;

WHEREAS, the Town, having never before conducted a school zone speed detection program, has made a public announcement, conducted a public awareness campaign of the proposed use of speed detection systems at least thirty (30) days before commencing enforcement under the speed detection system, and has notified the public of the specific date on which the program will commence; and

WHEREAS, the Town Commission finds that the regulations proposed in this Ordinance promote and enhance the health, safety, and welfare of its citizens.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance. **Section 2.** Article II, entitled "Streets, Sidewalks and Roadways," of Chapter 22 of the Town's Code of Ordinances, entitled "Streets, Sidewalks and Other Public Places," is hereby amended by the creation of Sec. 22-100, to be entitled "Speed Detection System; School Zones," as follows:

Sec. 22-100 Speed Detection System, School Zones

(A) Definitions. The following words and phrases, when used in this Ordinance, shall have the meanings inscribed to them in Sec. 316.003, F.S., Sec. 316.1906, F.S., and Sec. 316.1895, F.S.:

(1) *Local Hearing Officer* means the person designated by the Town that elects to authorize traffic infraction enforcement officers to issue traffic citations under Sec. 316.0083(1)(A), F.S., and Sec. 316.1896(1), F.S. who is authorized to conduct hearings related to a notice of violation issued pursuant to Sec. 316.0083, F.S. or Sec. 316.1896, F.S. The Town may use its currently appointed special magistrate to serve as the local hearing officer.

(2) *School Speed Zone* means a school speed zone established pursuant to and in conformance with Sec. 316.1895, F.S.

(3) *Speed Detection System* means a portable or fixed automated system used to detect a motor vehicle's speed using radar or lidar and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation.

(4) *Traffic Infraction Enforcement Officer* means a person who is employed or appointed, with or without compensation, and satisfies the requirements of Sec. 316.640(5), F.S., and is vested with authority to enforce violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S. pursuant to Sec. 316.1896, F.S.

(B) Powers of Local Authorities.

(1) Pursuant to Sec. 316.008(9), F.S. the Town is authorized to enforce the applicable speed limit on a roadway properly maintained as a school zone, through the use of a speed detection system for the detection of speed and capturing of photographs or videos for speeding violations in excess of ten (10) miles per hour over the speed limit in force at the time of the violation during the following times:

(a) Within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled breakfast program;

(b) Within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled school session.

(c) During the entirety of a regularly scheduled school session; and

(d) Within thirty (30) minutes before through thirty (30) minutes after the end of a regularly scheduled school session.

(2) A school zone's compliance with Section 316.1895, F.S. relating to the establishment of school speed zones, creates a rebuttable presumption that the school zone is properly maintained.

(C) Speed Detection System Placement and Installation; Annual Report

(1) The Town is authorized to install a speed detection system authorized by Sec. 316.008(9), F.S. in a school zone on a state road when permitted by the State Department of Transportation and in accordance with placement and installation specifications developed by the Department of Transportation. The Town may place or install a speed detection system in a school zone on a street or highway under the jurisdiction of a county or a municipality in accordance with placement and installation specifications established by the Department of Transportation. The Department of Transportation must establish such placement and installation specifications by December 31, 2023.

(2) In all locations where the Town places or installs a speed detection system, as authorized by Sec. 316.008(9), F.S., the Town shall notify the public that a speed detection system may be in use by posting signage indicating photographic or video enforcement of the school zone speed limits. Such signage shall clearly designate the time period during which the school zone speed limits are enforced using a speed detection system and must meet the placement and installation specifications established by the Department of Transportation. For a speed detection system enforcing violations of Sec. 316.1895, F.S. or Sec. 316.183, F.S., on a roadway maintained as a school zone, this paragraph governs the signage notifying the public of the use of a speed detection system.

(3) As the Town has never before conducted a school speed zone program, the Town shall make a public announcement and conduct a public awareness campaign of the proposed use of speed detection systems at least thirty (30) days before commencing enforcement under the speed detection system program and shall notify the public of the specific date on which the program will commence. During the thirty-day public awareness campaign, only a warning may be issued to the registered owner of a motor vehicle for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., enforced by a speed detection system, and liability may not be imposed for the civil penalty under Sec. 318.18(3)(d), F.S.

(4) So long as the Town operates one or more school zone speed detection systems, the Town shall annually report the results of all systems within its jurisdiction to the Florida Department of Highway Safety and Motor Vehicles by placing the report required under Sec. 316.1896(16)(a), F.S., as a single reporting item on the agenda of a regular or special meeting of the Town Commission.

(a) Before the Town contracts or renews a contract to place or install a speed detection system in a school zone pursuant to Sec. 316.008(9), F.S. the Town shall approve the contract or contract renewal at a regular or special meeting of the Town Commission. Interested members of the public shall be allowed to comment regarding the report, contract, or contract renewal under the Town's public comment policies or formats. The report,

contract, or contract renewal may not be considered as part of a consent agenda.

(b) The report required under this paragraph shall include a written summary, which shall be read aloud at the regular or special meeting, and the summary shall contain, for the same time period pertaining to the annual report to the department under Sec. 316.1896(16)(a), F.S., the number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid and how collected funds were distributed and in what amounts. The Town must report to the Florida Department of Highway Safety and Motor Vehicles that the Town's annual report was considered in accordance with this paragraph, including the date of the regular or special meeting at which the annual report was considered.

(c) The compliance or sufficiency of compliance with this paragraph may not be raised in a proceeding challenging a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., enforced by a speed detection system in a school zone.

(D) School Crossing Guard Recruitment and Retention Program

The Town's Police Department must use funds generated from the school zone speed detection system program pursuant to Sec. 316.1896(5)(e), F.S., to administer the School Crossing Guard Recruitment and Retention Program. Such program may provide recruitment and retention stipends to crossing guards at k-12 public schools, including charter schools, or stipends to third parties for the recruitment of new crossing guards. The school crossing guard recruitment and retention program must be designed and managed at the discretion of the police department.

(E) Roadways Maintained as School Zones; Speed Detection System Enforcement; Penalties; Appeal, Procedure; Privacy; Reports

(1) For purposes of administering this Section, the Town may authorize a traffic infraction enforcement officer under Sec. 316.640, F.S., to issue uniform traffic citations for violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S., as authorized by Sec. 316.008(9), F.S. as follows:

(a) For a violation of Sec. 316.1895, F.S., in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled breakfast program.

(b) For a violation of Sec. 316.1895, F.S. in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled school session.

(c) For a violation of Sec. 316.183, F.S.,, in excess of ten (10) miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.

(d) For a violation of Sec. 316.1895, F.S., in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the end of a regularly scheduled school session.

(2) Violations must be evidenced by a speed detection system described in Sec.316.008(9), F.S., and Sec. 316.0776(3), F.S. This subsection does not prohibit a review of information from a speed detection system by an authorized employee or agent of the Town before issuance of the uniform traffic citation by the traffic infraction enforcement officer. This subsection does not prohibit the Town from issuing notices as provided in subsection (3) below to the registered owner of the motor vehicle for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S.

(3) Within thirty (30) days after a violation, notice must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under Sec. 318.14, F.S., and that the violator must pay the penalty under Sec. 318.18(3)(d), F.S., to the Town, or furnish an affidavit in accordance with subsection (I) below, within thirty (30) days after the date of the notice of violation in order to avoid court fees, costs, and the issuance of a uniform traffic citation. The notice of violation must:

(a) Be sent by first-class mail;

(b) Include a photograph or other recorded image showing the license plate of the motor vehicle; the date, time, and location of the violation; the maximum speed at which the motor vehicle was traveling within the school zone; and the speed limit within the school zone at the time of the violation;

(c) Include a notice that the owner has the right to review, in person or remotely, the photograph or video captured by the speed detection system and the evidence of the speed of the motor vehicle detected by the speed detection system which constitute a rebuttable presumption that the motor vehicle was used in violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S.; and

(d) State the time when, and the place or website at which, the photograph or video captured and evidence of speed detected may be examined and observed.

(4) Notwithstanding any other law, a person who receives a notice of violation under this Section may request a hearing within thirty (30) days after the notice of violation or may pay the penalty pursuant to the notice of

violation, but a payment or fee may not be required before the hearing requested by the person. The notice of violation must be accompanied by, or direct the person to a website that provides, information on the person's right to request a hearing and on all costs related thereto and a form used for requesting a hearing. As used in this subsection, the term "person" includes a natural person, the registered owner or co-owner of a motor vehicle, or the person identified in an affidavit as having actual care, custody, or control of the motor vehicle at the time of the violation.

(5) If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or an authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the violation, such person waives any challenge or dispute as to the delivery of the notice of violation.

(6) Penalties assessed and collected by the Town, less the amount retained by the Town pursuant to subsections (b) and (e) below, and the amount remitted to the county school district pursuant to subsection (d), shall be paid to the State Department of Revenue weekly. Such payment shall be made by means of electronic funds transfer. In addition to the payment, a detailed summary of the penalties remitted shall be reported to the Department of Revenue. Penalties to be assessed and collected by the county or municipality as established in Sec. 318.18(3)(d), F.S. shall be remitted as follows:

(a) Twenty dollars ($20.00) shall be remitted to the Department of Revenue for deposit into the General Revenue Fund;

(b) Sixty dollars ($60.00) shall be retained by the Town and shall be used to administer speed detection systems in school zones and other public safety initiatives;

(c) Three dollars ($3.00) shall be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund;

(d) Twelve dollars ($12.00) shall be remitted to the county school district in which the violation occurred and must be used for school security initiatives, for student transportation, or to improve the safety of student walking conditions. These funds shall be shared with charter schools in the district based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and must be used for school security initiatives or to improve the safety of student walking conditions; and

(e) Five dollars ($5.00) shall be retained by the Town for the school crossing guard recruitment and retention program pursuant to Sec. 316.1894, F.S.

(7) A uniform traffic citation shall be issued by mailing the uniform traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within thirty (30) days after notification pursuant to subsection (3) above, if the registered owner has not requested a hearing as authorized under subsection (4), and if the registered owner has not submitted an affidavit in accordance this Subsection (9).

(a) Delivery of the uniform traffic citation constitutes notification of a violation under this subsection. If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or a duly authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the citation pursuant to this section, such person waives any challenge or dispute as to the delivery of the uniform traffic citation.

(b) In the case of joint ownership of a motor vehicle, the uniform traffic citation shall be mailed to the first name appearing on the motor vehicle registration, unless the first name appearing on the registration is a business organization, in which case the second name appearing on the registration may be used.

(c) The uniform traffic citation mailed to the registered owner of the motor vehicle involved in the infraction shall be accompanied by the information described in subsections (3)(b), (3)(c), and (3)(d).

(8) The registered owner of the motor vehicle involved in the violation is responsible and liable for paying the uniform traffic citation issued for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., unless the owner can establish that:

(a) The motor vehicle was, at the time of the violation, in the care, custody, or control of another person;

(b) A uniform traffic citation was issued by law enforcement to the driver of the motor vehicle for the alleged violation of Florida Statutes sections 316.1895 or 316.183; or

(c) The motor vehicle's owner was deceased on or before the date of the alleged violation, as established by an affidavit submitted by the representative of the motor vehicle owner's estate or other identified person or family member.

(9) To establish such facts under subsection (8), the registered owner of the motor vehicle must, within thirty (30) days after the date of issuance of the notice of violation or the uniform traffic citation, furnish to the appropriate governmental entity an affidavit setting forth the following information supporting an exception under subsection (8):

(a) An affidavit supporting the exception under subsection (8)(a) must include the name, address, date of birth, and, if known, the driver license number of the person who leased, rented, or otherwise had care, custody, or control of the motor vehicle at the time of the alleged violation. If the motor vehicle was stolen at the time of the alleged violation, the affidavit must include the police report indicating that the motor vehicle was stolen.

(b) If a uniform traffic citation for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.

(c) If the motor vehicle's owner to whom a notice of violation or a uniform traffic citation has been issued is deceased, the affidavit must include a certified copy of the owner's death certificate showing that the date of death occurred on or before the date of the alleged violation and one of the following:

(i) A bill of sale or other document showing that the deceased owner's motor vehicle was sold or transferred after his or her death but on or before the date of the alleged violation;

(ii) Documented proof that the registered license plate belonging to the deceased owner's motor vehicle was returned to the department or any branch office or authorized agent of the department after his or her death but on or before the date of the alleged violation; or

(iii) A copy of the police report showing that the deceased owner's registered license plate or motor vehicle was stolen after his or her death but on or before the date of the alleged violation.

(d) Upon receipt of the required affidavit and documentation specified above related to the issuance of a uniform traffic citation or a deceased owner, or thirty (30) days after the date of issuance of a notice of violation sent to a person identified as having care, custody, or control of the motor vehicle at the time of the violation pursuant to subsection (9)(a) above, the Town shall dismiss the notice or citation and provide proof of such dismissal to the person who submitted the affidavit. If, within thirty (30) days after the date a notice of violation was sent to a

person, the Town receives an affidavit from the person sent a notice of violation affirming that the person did not have care, custody, or control of the motor vehicle at the time of the violation, the Town shall notify the registered owner that the notice or citation will not be dismissed due to failure to establish that another person had care, custody, or control of the motor vehicle at the time of the violation.

(10) Upon receipt of an affidavit identifying another person as having care, custody, or control of the vehicle, the person identified may be issued a notice of violation for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S. The affidavit is admissible in a proceeding for the purpose of providing proof that the person identified in the affidavit was in actual care, custody, or control of the motor vehicle. The owner of a leased motor vehicle for which a uniform traffic citation is issued for a violation of Sec. 316.1895, F.S., is not responsible for paying the uniform traffic citation and is not required to submit an affidavit if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle.

(11) If the Town receives an affidavit identifying another person as having care, custody, or control of the vehicle, the required notice of violation shall be sent to the person identified in the affidavit within thirty (30) days after receipt of the affidavit. The person identified in the affidavit and who received a notice of violation may also affirm that he or she did not have care, custody, or control of the motor vehicle at the time of the violation by furnishing to the appropriate governmental entity within thirty (30) days after the date of the notice of violation an affidavit stating such.

(12) The photograph or video captured by a speed detection system and the evidence of the speed of the motor vehicle detected by a speed detection system which are attached to or referenced in the uniform traffic citation are evidence of a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., and are admissible in any proceeding to enforce the violation. The photograph or video and the evidence of speed detected raise a rebuttable presumption that the motor vehicle named in the report or shown in the photograph or video was used in violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S.

(13) This ordinance supplements the enforcement of Sec. 316.1895, F.S., and Sec. 316.183, F.S., by a law enforcement officer and does not prohibit a law enforcement officer from issuing a uniform traffic citation for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S.

(14) A hearing related to the violation shall be conducted under the procedures established in Sec. 316.0083(5), F.S., as follows:

(a) The Town Clerk, or his/her designee, shall serve as the clerk to the local hearing officer.

(b) A person who elects to request a hearing (i.e., the petitioner) shall be scheduled for a hearing by the clerk to the local hearing officer. The clerk shall furnish the petitioner with notice sent by first-class mail. Upon receipt of the notice, the petitioner may reschedule the hearing up to two times by submitting a written request to reschedule to the clerk at least five (5) calendar days before the day of the scheduled hearing. The petitioner may cancel his or her appearance before the local hearing officer by paying the assessed penalty plus the administrative costs of fifty dollars and twenty-six cents ($50.26) before the start of the hearing.

(c) At the conclusion of the hearing, the local hearing officer shall determine whether a violation occurred and shall uphold or dismiss the violation. The local hearing officer shall issue a final administrative order including the determination and, if the notice of violation is upheld, shall require the petitioner to pay the one-hundred dollars ($100.00) penalty previously assessed, and may also require the petitioner to pay county or municipal costs not to exceed two-hundred and fifty dollars and twenty-seven cents ($250.27). The final administrative order must be mailed to the petitioner by first-class mail.

(d) An aggrieved party may appeal a final administrative order consistent with the process provided in Florida Statutes section 162.11 relating to appeals of an order of the code enforcement board.

(15) A speed detection system in a school zone may not be used for remote surveillance.

(a) The collection of evidence by a speed detection system to enforce violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S., or user-controlled pan or tilt adjustments of speed detection system components, do not constitute remote surveillance. Recorded video or photographs collected may only be used to document violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S., and for purposes of determining civil or criminal liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system.

(b) Any recorded video or photograph obtained through the use of a speed detection system shall be destroyed within ninety (90) days after the final disposition of the recorded event. The vendor of the speed detection system shall provide the Town with written notice by December 31 of each year that such records have been destroyed. Registered motor vehicle owner information obtained as a result of the

operation of a speed detection system in a school zone is not the property of the manufacturer or vendor of the speed detection system and may be used only for the purposes specified.

(16) Notice to Florida Department of Highway Safety and Motor Vehicles

(a) The Town shall annually to the Florida Department of Highway Safety and Motor Vehicles, on October 1 of each year which identifies the public safety objectives used to identify a school zone for enforcement; reports compliance with Florida Statutes section 316.0776(3)(c); and details the results of the speed detection system in the school zone and the procedures for enforcement. The Town shall submit the information described herein in a form and manner determined by the Florida Department of Highway Safety and Motor Vehicles, The report must include at least the following:

(i) Information related to the location of each speed detection system, including the geocoordinates of the school zone; the directional approach of the speed detection system; the school name; the school level; the times the speed detection system was active; the restricted school zone speed limit enforced pursuant to Sec. 316.1895(5), F.S.; the posted speed limit enforced at times other than those authorized by Sec. 316.1895(5), F.S.; the date the systems were activated to enforce violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S.; and, if applicable, the date the systems were deactivated.

(ii) The number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic infractions, and the number that were paid.

(iii) Any other statistical data and information related to the procedures for enforcement which is required by the Florida Department of Highway Safety and Motor Vehicles to complete the report required below.

(b) The Town shall maintain its respective data for reporting purposes for at least two (2) years after such data is reported to the Florida Department of Highway Safety and Motor Vehicles.

(F) Speed Detection Systems. Pursuant to Sec. 316.1906(3), F.S., speed detection systems are exempt from the Florida Department of Highway Safety and Motor Vehicles' requirements for radar and LiDAR units. A speed detection system must have the ability to perform self-tests as to its detection accuracy. The system must perform a self-test at least once every thirty (30) days. The law enforcement agency, or an agent acting on

behalf of the law enforcement agency, operating a speed detection system must maintain a log of the results of the system's self-tests. The law enforcement agency, or an agent acting on behalf of the law enforcement agency, operating a speed detection system must also perform an independent calibration test on the speed detection system at least once every twelve (12) months. The self-test logs, as well as the results of the annual calibration test, are admissible in any court proceeding for a uniform traffic citation issued for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., enforced pursuant to Sec. 316.1896, F.S. Evidence of the speed of a motor vehicle detected by a compliant speed detection system and the determination by a traffic enforcement officer that a motor vehicle is operating in excess of the applicable speed limit is admissible in any proceeding with respect to an alleged violation of law regulating the speed of motor vehicles in school zones.

(G) Penalties.

(1) A person cited for a violation of Sec. 316.1985(10), F.S., or Sec. 316.183, F.S., for exceeding the speed limit in force at the time of the violation on a roadway maintained as a school zone, when enforced by a traffic infraction enforcement officer pursuant to Sec. 316.1896, F.S., must pay a fine of one-hundred dollars ($100.00). Fines collected under this provision shall be distributed as follows:

(a) Twenty dollars ($20.00) shall be remitted to the State Department of Revenue for deposit into the General Revenue Fund;

(b) Seventy-seven dollars ($77.00) is distributed to the Town for any violations occurring in the incorporated boundaries of the Town in which the infraction occurred, to be used as provided in Florida Statutes section 316.1896(5).

(c) Three dollars ($3.00) is remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund to be used as provided in Florida Statutes section 943.25, relating to the source and use of funds in criminal justice trust funds.

(2) If a person who is mailed a notice of violation or a uniform traffic citation for a violation of Sec. 316.1895(10). F.S. or Sec. 316.183, F.S., as enforced by a traffic infraction enforcement officer under Sec. 316.1896, F.S., presents documentation from the appropriate governmental entity that the notice of violation or uniform traffic citation was in error, the clerk of court or clerk of the local hearing officer may dismiss the case. The clerk of court or clerk to the local hearing officer may not charge for this service.

(H) Conforming Changes. Pursuant to Sec. 316.640, F.S., traffic enforcement officers may issue traffic citations to enforce school zone speed limits. Pursuant to Sec. 316.650, F.S., the traffic infraction enforcement officer shall provide traffic citation data to the

court within five (5) business days after the date of issuance of the citation to the violator. Pursuant to Sec. 318.14, F.S., traffic citations issued pursuant to this Ordinance are excepted from the requirement that certain traffic violations be signed.

Section 3. Conflicts. All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in Code. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the Town of Pembroke Park and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that

Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date. This Ordinance shall become effective upon passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

P1ASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 13TH DAY OF MARCH, 2025.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS 9TH DAY OF APRIL, 2025.

ATTEST:

_____
MAYOR ASHIRA MOHAMMED

_____
Cynthia Garcia-Lima
Town Clerk

Approved as to form and legal sufficiency:

_____
Jacob G. Horowitz
Town Attorney

	VOTE
ASHIRA MOHAMMED	_____
GEOFFREY JACOBS	_____
MUSFIKA KASHEM	_____
WILLIAM R. HODGKINS	_____
ERIK MORRISSETTE	_____

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: April 9, 2025	Agenda Item No. 8.1

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The attached Ordinance authorizes Town of Pembroke Park to utilize speed detection systems to enforce certain school zone speeding violations pursuant to Chapter 316 of the Laws of Florida, and accordingly, is necessary to comply with State Statute under Chapter 316 of the Laws of Florida. The Ordinance will protect members of the public, especially school children, parents, and teachers commuting to the Lake Forest Elementary School and Watkins Elementary, which is located within a school zone that has been determined to constitute a heightened safety risk that warrants additional traffic enforcement measures pursuant to Section 316.008(9), Florida Statutes.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:
Direct business compliance costs are not applicable as this is a general ordinance and all businesses are required to comply with traffic laws.

b. New Charges/Fees on Businesses Impacted:
Not applicable as there are no new charges being imposed on businesses who comply with existing traffic laws.

c. Estimate of Regulatory Costs:

There are no new regulatory costs associated with this Ordinance as businesses are already required to comply with traffic laws.

Good Faith Estimate of Number of Businesses Likely Impacted: Not applicable.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

[1] Business Impact Estimate does not apply to the following:
1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

ORDINANCE NO. 2025-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO POWERS OF LOCAL AUTHORITIES; AMENDING CHAPTER 22 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACE;" BY SPECIFICALLY AMENDING ARTICLE II, ENTITLED "STREETS, SIDEWALKS, AND ROADWAYS," DIVISION 5, ENTITLED, "ROADWAYS;" CREATING SECTION 22-100, TO BE ENTITLED "SPEED DETECTION SYSTEMS; SCHOOL ZONES;" PROVIDING FOR SPEED DETECTION SYSTEM PLACEMENT AND INSTALLATION; PROVIDING FOR SCHOOL CROSSING GUARD RECRUITMENT AND RETENTION PROGRAM; PROVIDING FOR SPEED DETECTION SYSTEMS IN SCHOOL ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sec. 316.008(9)(A), F.S., permits a city or municipality to enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to Florida Statutes section 316.1895 during specified times through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of ten (10) miles per hour over the speed limit in force at the time of the violation; and

WHEREAS, Florida Statutes section 316.008(9)(B) permits a county or municipality to install, or contract with a vendor to place or install, a speed detection system within a roadway maintained as a school zone as provided in Florida Statutes section 316.1895 to enforce unlawful speed violations, as specified in Florida Statutes sections 316.1895(10) or 316.183 on that roadway; and

WHEREAS, Florida Statutes section 316.008(9)(C) requires a county or municipality to enact an ordinance to authorize the placement or installation of a speed enforcement system on a roadway maintained as a school zone after a public hearing on such proposed ordinance in which

the county or municipality considers traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, and the county or municipality determines that the school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures;

WHEREAS, the Town Commission of the Town of Pembroke Park (the "Town") has held a public hearing in which it considered traffic data and other evidence and has found that school zones within the municipality constitute heightened safety risks that warrant additional enforcement measures;

WHEREAS, the Town, having never before conducted a school zone speed detection program, has made a public announcement, conducted a public awareness campaign of the proposed use of speed detection systems at least thirty (30) days before commencing enforcement under the speed detection system, and has notified the public of the specific date on which the program will commence; and

WHEREAS, the Town Commission finds that the regulations proposed in this Ordinance promote and enhance the health, safety, and welfare of its citizens.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

Section 2. Article II, entitled "Streets, Sidewalks and Roadways," of Chapter 22 of the Town's Code of Ordinances, entitled "Streets, Sidewalks and Other Public Places," is hereby amended by the creation of Sec. 22-100, to be entitled "Speed Detection System; School Zones," as follows:

Sec. 22-100 Speed Detection System, School Zones

(A) Definitions. The following words and phrases, when used in this Ordinance, shall have the meanings inscribed to them in Sec. 316.003, F.S., Sec. 316.1906, F.S., and Sec. 316.1895, F.S.:

(1) *Local Hearing Officer* means the person designated by the Town that elects to authorize traffic infraction enforcement officers to issue traffic citations under Sec. 316.0083(1)(A), F.S., and Sec. 316.1896(1), F.S. who is authorized to conduct hearings related to a notice of violation issued pursuant to Sec. 316.0083, F.S. or Sec. 316.1896, F.S. The Town may use its currently appointed special magistrate to serve as the local hearing officer.

(2) *School Speed Zone* means a school speed zone established pursuant to and in conformance with Sec. 316.1895, F.S.

(3) *Speed Detection System* means a portable or fixed automated system used to detect a motor vehicle's speed using radar or lidar and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation.

(4) *Traffic Infraction Enforcement Officer* means a person who is employed or appointed, with or without compensation, and satisfies the requirements of Sec. 316.640(5), F.S., and is vested with authority to enforce violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S. pursuant to Sec. 316.1896, F.S.

(B) Powers of Local Authorities.

(1) Pursuant to Sec. 316.008(9), F.S. the Town is authorized to enforce the applicable speed limit on a roadway properly maintained as a school zone, through the use of a speed detection system for the detection of speed and capturing of photographs or videos for speeding violations in excess of ten (10) miles per hour over the speed limit in force at the time of the violation during the following times:

(a) Within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled breakfast program;

(b) Within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled school session.

(c) During the entirety of a regularly scheduled school session; and

(d) Within thirty (30) minutes before through thirty (30) minutes after the end of a regularly scheduled school session.

(2) A school zone's compliance with Section 316.1895, F.S. relating to the establishment of school speed zones, creates a rebuttable presumption that the school zone is properly maintained.

(C) Speed Detection System Placement and Installation; Annual Report

(1) The Town is authorized to install a speed detection system authorized by Sec. 316.008(9), F.S. in a school zone on a state road when permitted by the State Department of Transportation and in accordance with placement and installation specifications developed by the Department of Transportation. The Town may place or install a speed detection system in a school zone on a street or highway under the jurisdiction of a county or a municipality in accordance with placement and installation specifications established by the Department of Transportation. The Department of Transportation must establish such placement and installation specifications by December 31, 2023.

(2) In all locations where the Town places or installs a speed detection system, as authorized by Sec. 316.008(9), F.S., the Town shall notify the public that a speed detection system may be in use by posting signage indicating photographic or video enforcement of the school zone speed limits. Such signage shall clearly designate the time period during which the school zone speed limits are enforced using a speed detection system and must meet the placement and installation specifications established by the Department of Transportation. For a speed detection system enforcing violations of Sec. 316.1895, F.S. or Sec. 316.183, F.S., on a roadway maintained as a school zone, this paragraph governs the signage notifying the public of the use of a speed detection system.

(3) As the Town has never before conducted a school speed zone program, the Town shall make a public announcement and conduct a public awareness campaign of the proposed use of speed detection systems at least thirty (30) days before commencing enforcement under the speed detection system program and shall notify the public of the specific date on which the program will commence. During the thirty-day public awareness campaign, only a warning may be issued to the registered owner of a motor vehicle for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., enforced by a speed detection system, and liability may not be imposed for the civil penalty under Sec. 318.18(3)(d), F.S.

(4) So long as the Town operates one or more school zone speed detection systems, the Town shall annually report the results of all systems within its jurisdiction to the Florida Department of Highway Safety and Motor Vehicles by placing the report required under Sec. 316.1896(16)(a), F.S., as a single reporting item on the agenda of a regular or special meeting of the Town Commission.

(a) Before the Town contracts or renews a contract to place or install a speed detection system in a school zone pursuant to Sec. 316.008(9), F.S. the Town shall approve the contract or contract renewal at a regular or special meeting of the Town Commission. Interested members of the public shall be allowed to comment regarding the report, contract, or contract renewal

under the Town's public comment policies or formats. The report, contract, or contract renewal may not be considered as part of a consent agenda.

(b) The report required under this paragraph shall include a written summary, which shall be read aloud at the regular or special meeting, and the summary shall contain, for the same time period pertaining to the annual report to the department under Sec. 316.1896(16)(a), F.S., the number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid and how collected funds were distributed and in what amounts. The Town must report to the Florida Department of Highway Safety and Motor Vehicles that the Town's annual report was considered in accordance with this paragraph, including the date of the regular or special meeting at which the annual report was considered.

(c) The compliance or sufficiency of compliance with this paragraph may not be raised in a proceeding challenging a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., enforced by a speed detection system in a school zone.

(D) School Crossing Guard Recruitment and Retention Program

The Town's Police Department must use funds generated from the school zone speed detection system program pursuant to Sec. 316.1896(5)(e), F.S., to administer the School Crossing Guard Recruitment and Retention Program. Such program may provide recruitment and retention stipends to crossing guards at k-12 public schools, including charter schools, or stipends to third parties for the recruitment of new crossing guards. The school crossing guard recruitment and retention program must be designed and managed at the discretion of the police department.

(E) Roadways Maintained as School Zones; Speed Detection System Enforcement; Penalties; Appeal, Procedure; Privacy; Reports

(1) For purposes of administering this Section, the Town may authorize a traffic infraction enforcement officer under Sec. 316.640, F.S., to issue uniform traffic citations for violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S., as authorized by Sec. 316.008(9), F.S. as follows:

(a) For a violation of Sec. 316.1895, F.S., in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled breakfast program.

(b) For a violation of Sec. 316.1895, F.S. in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled school session.

(c) For a violation of Sec. 316.183, F.S.,, in excess of ten (10) miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.

(d) For a violation of Sec. 316.1895, F.S., in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the end of a regularly scheduled school session.

(2) Violations must be evidenced by a speed detection system described in Sec.316.008(9), F.S., and Sec. 316.0776(3), F.S. This subsection does not prohibit a review of information from a speed detection system by an authorized employee or agent of the Town before issuance of the uniform traffic citation by the traffic infraction enforcement officer. This subsection does not prohibit the Town from issuing notices as provided in subsection (3) below to the registered owner of the motor vehicle for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S.

(3) Within thirty (30) days after a violation, notice must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under Sec. 318.14, F.S., and that the violator must pay the penalty under Sec. 318.18(3)(d), F.S., to the Town, or furnish an affidavit in accordance with subsection (I) below, within thirty (30) days after the date of the notice of violation in order to avoid court fees, costs, and the issuance of a uniform traffic citation. The notice of violation must:

(a) Be sent by first-class mail;

(b) Include a photograph or other recorded image showing the license plate of the motor vehicle; the date, time, and location of the violation; the maximum speed at which the motor vehicle was traveling within the school zone; and the speed limit within the school zone at the time of the violation;

(c) Include a notice that the owner has the right to review, in person or remotely, the photograph or video captured by the speed detection system and the evidence of the speed of the motor vehicle detected by the speed detection system which constitute a rebuttable presumption that the motor vehicle was used in violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S.; and

(d) State the time when, and the place or website at which, the photograph or video captured and evidence of speed detected may be examined and observed.

(4) Notwithstanding any other law, a person who receives a notice of violation under this Section may request a hearing within thirty (30) days after the notice of violation or may pay the penalty pursuant to the notice of violation, but a payment or fee may not be required before the hearing requested by the person. The notice of violation must be accompanied by, or direct the person to a website that provides, information on the person's right to

request a hearing and on all costs related thereto and a form used for requesting a hearing. As used in this subsection, the term "person" includes a natural person, the registered owner or co-owner of a motor vehicle, or the person identified in an affidavit as having actual care, custody, or control of the motor vehicle at the time of the violation.

(5) If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or an authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the violation, such person waives any challenge or dispute as to the delivery of the notice of violation.

(6) Penalties assessed and collected by the Town, less the amount retained by the Town pursuant to subsections (b) and (e) below, and the amount remitted to the county school district pursuant to subsection (d), shall be paid to the State Department of Revenue weekly. Such payment shall be made by means of electronic funds transfer. In addition to the payment, a detailed summary of the penalties remitted shall be reported to the Department of Revenue. Penalties to be assessed and collected by the county or municipality as established in Sec. 318.18(3)(d), F.S. shall be remitted as follows:

(a) Twenty dollars ($20.00) shall be remitted to the Department of Revenue for deposit into the General Revenue Fund;

(b) Sixty dollars ($60.00) shall be retained by the Town and shall be used to administer speed detection systems in school zones and other public safety initiatives;

(c) Three dollars ($3.00) shall be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund;

(d) Twelve dollars ($12.00) shall be remitted to the county school district in which the violation occurred and must be used for school security initiatives, for student transportation, or to improve the safety of student walking conditions. These funds shall be shared with charter schools in the district based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and must be used for school security initiatives or to improve the safety of student walking conditions; and

(e) Five dollars ($5.00) shall be retained by the Town for the school crossing guard recruitment and retention program pursuant to Sec. 316.1894, F.S.

(7) A uniform traffic citation shall be issued by mailing the uniform traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within thirty (30) days after notification pursuant to subsection (3) above, if the registered owner has not requested a hearing as authorized under subsection (4), and if the registered owner has not submitted an affidavit in accordance this Subsection (9).

(a) Delivery of the uniform traffic citation constitutes notification of a violation under this subsection. If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or a duly authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the citation pursuant to this section, such person waives any challenge or dispute as to the delivery of the uniform traffic citation.

(b) In the case of joint ownership of a motor vehicle, the uniform traffic citation shall be mailed to the first name appearing on the motor vehicle registration, unless the first name appearing on the registration is a business organization, in which case the second name appearing on the registration may be used.

(c) The uniform traffic citation mailed to the registered owner of the motor vehicle involved in the infraction shall be accompanied by the information described in subsections (3)(b), (3)(c), and (3)(d).

(8) The registered owner of the motor vehicle involved in the violation is responsible and liable for paying the uniform traffic citation issued for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., unless the owner can establish that:

(a) The motor vehicle was, at the time of the violation, in the care, custody, or control of another person;

(b) A uniform traffic citation was issued by law enforcement to the driver of the motor vehicle for the alleged violation of Florida Statutes sections 316.1895 or 316.183; or

(c) The motor vehicle's owner was deceased on or before the date of the alleged violation, as established by an affidavit submitted by the representative of the motor vehicle owner's estate or other identified person or family member.

(9) To establish such facts under subsection (8), the registered owner of the motor vehicle must, within thirty (30) days after the date of issuance of the notice of violation or the uniform traffic citation, furnish to the appropriate

governmental entity an affidavit setting forth the following information supporting an exception under subsection (8):

(a) An affidavit supporting the exception under subsection (8)(a) must include the name, address, date of birth, and, if known, the driver license number of the person who leased, rented, or otherwise had care, custody, or control of the motor vehicle at the time of the alleged violation. If the motor vehicle was stolen at the time of the alleged violation, the affidavit must include the police report indicating that the motor vehicle was stolen.

(b) If a uniform traffic citation for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.

(c) If the motor vehicle's owner to whom a notice of violation or a uniform traffic citation has been issued is deceased, the affidavit must include a certified copy of the owner's death certificate showing that the date of death occurred on or before the date of the alleged violation and one of the following:

(i) A bill of sale or other document showing that the deceased owner's motor vehicle was sold or transferred after his or her death but on or before the date of the alleged violation;

(ii) Documented proof that the registered license plate belonging to the deceased owner's motor vehicle was returned to the department or any branch office or authorized agent of the department after his or her death but on or before the date of the alleged violation; or

(iii) A copy of the police report showing that the deceased owner's registered license plate or motor vehicle was stolen after his or her death but on or before the date of the alleged violation.

(d) Upon receipt of the required affidavit and documentation specified above related to the issuance of a uniform traffic citation or a deceased owner, or thirty (30) days after the date of issuance of a notice of violation sent to a person identified as having care, custody, or control of the motor vehicle at the time of the violation pursuant to subsection (9)(a) above, the Town shall dismiss the notice or citation and provide proof of such dismissal to the person who submitted the affidavit. If, within thirty (30) days after the date a notice of violation was sent to a person, the Town receives an affidavit from the person sent a notice of violation affirming that the person did not have care, custody, or control of the motor vehicle at the time of the violation, the Town shall notify

the registered owner that the notice or citation will not be dismissed due to failure to establish that another person had care, custody, or control of the motor vehicle at the time of the violation.

(10) Upon receipt of an affidavit identifying another person as having care, custody, or control of the vehicle, the person identified may be issued a notice of violation for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S. The affidavit is admissible in a proceeding for the purpose of providing proof that the person identified in the affidavit was in actual care, custody, or control of the motor vehicle. The owner of a leased motor vehicle for which a uniform traffic citation is issued for a violation of Sec. 316.1895, F.S., is not responsible for paying the uniform traffic citation and is not required to submit an affidavit if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle.

(11) If the Town receives an affidavit identifying another person as having care, custody, or control of the vehicle, the required notice of violation shall be sent to the person identified in the affidavit within thirty (30) days after receipt of the affidavit. The person identified in the affidavit and who received a notice of violation may also affirm that he or she did not have care, custody, or control of the motor vehicle at the time of the violation by furnishing to the appropriate governmental entity within thirty (30) days after the date of the notice of violation an affidavit stating such.

(12) The photograph or video captured by a speed detection system and the evidence of the speed of the motor vehicle detected by a speed detection system which are attached to or referenced in the uniform traffic citation are evidence of a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., and are admissible in any proceeding to enforce the violation. The photograph or video and the evidence of speed detected raise a rebuttable presumption that the motor vehicle named in the report or shown in the photograph or video was used in violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S.

(13) This ordinance supplements the enforcement of Sec. 316.1895, F.S., and Sec. 316.183, F.S., by a law enforcement officer and does not prohibit a law enforcement officer from issuing a uniform traffic citation for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S.

(14) A hearing related to the violation shall be conducted under the procedures established in Sec. 316.0083(5), F.S., as follows:

(a) The Town Clerk, or his/her designee, shall serve as the clerk to the local hearing officer.

(b) A person who elects to request a hearing (i.e., the petitioner) shall be scheduled for a hearing by the clerk to the local hearing officer. The clerk

shall furnish the petitioner with notice sent by first-class mail. Upon receipt of the notice, the petitioner may reschedule the hearing up to two times by submitting a written request to reschedule to the clerk at least five (5) calendar days before the day of the scheduled hearing. The petitioner may cancel his or her appearance before the local hearing officer by paying the assessed penalty plus the administrative costs of fifty dollars and twenty-six cents ($50.26) before the start of the hearing.

(c) At the conclusion of the hearing, the local hearing officer shall determine whether a violation occurred and shall uphold or dismiss the violation. The local hearing officer shall issue a final administrative order including the determination and, if the notice of violation is upheld, shall require the petitioner to pay the one-hundred dollars ($100.00) penalty previously assessed, and may also require the petitioner to pay county or municipal costs not to exceed two-hundred and fifty dollars and twenty-seven cents ($250.27). The final administrative order must be mailed to the petitioner by first-class mail.

(d) An aggrieved party may appeal a final administrative order consistent with the process provided in Florida Statutes section 162.11 relating to appeals of an order of the code enforcement board.

(15) A speed detection system in a school zone may not be used for remote surveillance.

(a) The collection of evidence by a speed detection system to enforce violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S., or user-controlled pan or tilt adjustments of speed detection system components, do not constitute remote surveillance. Recorded video or photographs collected may only be used to document violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S., and for purposes of determining civil or criminal liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system.

(b) Any recorded video or photograph obtained through the use of a speed detection system shall be destroyed within ninety (90) days after the final disposition of the recorded event. The vendor of the speed detection system shall provide the Town with written notice by December 31 of each year that such records have been destroyed. Registered motor vehicle owner information obtained as a result of the operation of a speed detection system in a school zone is not the property of the manufacturer or vendor of the speed detection system and may be used only for the purposes specified.

(16) Notice to Florida Department of Highway Safety and Motor Vehicles

(a) The Town shall annually to the Florida Department of Highway Safety and Motor Vehicles, on October 1 of each year which identifies the public safety objectives used to identify a school zone for enforcement; reports compliance with Florida Statutes section 316.0776(3)(c); and details the results of the speed detection system in the school zone and the procedures for enforcement. The Town shall submit the information described herein in a form and manner determined by the Florida Department of Highway Safety and Motor Vehicles, The report must include at least the following:

(i) Information related to the location of each speed detection system, including the geocoordinates of the school zone; the directional approach of the speed detection system; the school name; the school level; the times the speed detection system was active; the restricted school zone speed limit enforced pursuant to Sec. 316.1895(5), F.S.; the posted speed limit enforced at times other than those authorized by Sec. 316.1895(5), F.S.; the date the systems were activated to enforce violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S.; and, if applicable, the date the systems were deactivated.

(ii) The number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic infractions, and the number that were paid.

(iii) Any other statistical data and information related to the procedures for enforcement which is required by the Florida Department of Highway Safety and Motor Vehicles to complete the report required below.

(b) The Town shall maintain its respective data for reporting purposes for at least two (2) years after such data is reported to the Florida Department of Highway Safety and Motor Vehicles.

(F) Speed Detection Systems. Pursuant to Sec. 316.1906(3), F.S., speed detection systems are exempt from the Florida Department of Highway Safety and Motor Vehicles' requirements for radar and LiDAR units. A speed detection system must have the ability to perform self-tests as to its detection accuracy. The system must perform a self-test at least once every thirty (30) days. The law enforcement agency, or an agent acting on behalf of the law enforcement agency, operating a speed detection system must maintain a log of the results of the system's self-tests. The law enforcement agency, or an agent acting on behalf of the law enforcement agency, operating a speed detection system must also perform an independent calibration test on the speed detection system at least once every twelve (12) months. The self-test logs, as well as the results of the annual calibration test, are admissible in any court proceeding for a uniform traffic citation issued for a violation

of Sec. 316.1895, F.S., or Sec. 316.183, F.S., enforced pursuant to Sec. 316.1896, F.S. Evidence of the speed of a motor vehicle detected by a compliant speed detection system and the determination by a traffic enforcement officer that a motor vehicle is operating in excess of the applicable speed limit is admissible in any proceeding with respect to an alleged violation of law regulating the speed of motor vehicles in school zones.

(G) Penalties.

(1) A person cited for a violation of Sec. 316.1985(10), F.S., or Sec. 316.183, F.S., for exceeding the speed limit in force at the time of the violation on a roadway maintained as a school zone, when enforced by a traffic infraction enforcement officer pursuant to Sec. 316.1896, F.S., must pay a fine of one-hundred dollars ($100.00). Fines collected under this provision shall be distributed as follows:

(a) Twenty dollars ($20.00) shall be remitted to the State Department of Revenue for deposit into the General Revenue Fund;

(b) Seventy-seven dollars ($77.00) is distributed to the Town for any violations occurring in the incorporated boundaries of the Town in which the infraction occurred, to be used as provided in Florida Statutes section 316.1896(5).

(c) Three dollars ($3.00) is remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund to be used as provided in Florida Statutes section 943.25, relating to the source and use of funds in criminal justice trust funds.

(2) If a person who is mailed a notice of violation or a uniform traffic citation for a violation of Sec. 316.1895(10). F.S. or Sec. 316.183, F.S., as enforced by a traffic infraction enforcement officer under Sec. 316.1896, F.S., presents documentation from the appropriate governmental entity that the notice of violation or uniform traffic citation was in error, the clerk of court or clerk of the local hearing officer may dismiss the case. The clerk of court or clerk to the local hearing officer may not charge for this service.

(H) Conforming Changes. Pursuant to Sec. 316.640, F.S., traffic enforcement officers may issue traffic citations to enforce school zone speed limits. Pursuant to Sec. 316.650, F.S., the traffic infraction enforcement officer shall provide traffic citation data to the court within five (5) business days after the date of issuance of the citation to the violator. Pursuant to Sec. 318.14, F.S., traffic citations issued pursuant to this Ordinance are excepted from the requirement that certain traffic violations be signed.

Section 3. Conflicts. All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in Code. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the Town of Pembroke Park and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that

Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date. This Ordinance shall become effective upon passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

P1ASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 13TH DAY OF MARCH, 2025.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS 9TH DAY OF APRIL, 2025.

ATTEST:

_____
MAYOR ASHIRA MOHAMMED

_____
Cynthia Garcia-Lima
Town Clerk

Approved as to form and legal sufficiency:

_____
Jacob G. Horowitz
Town Attorney

	VOTE
ASHIRA MOHAMMED	_____
GEOFFREY JACOBS	_____
MUSFIKA KASHEM	_____
WILLIAM R. HODGKINS	_____
ERIK MORRISSETTE	_____

Agenda Item Report

Subject:	Human Resources Director Position - Town Manager Lynch Appointment of Bradley Frishman as Human Resources Director, and to authorize the Town Manager, or the manager's designee, to make an offer of employment to Mr. Frishman consistent with the Town's manual of personnel policies.
Meeting Date:	Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	Following a thorough selection process, Bradley Frishman has been identified as the most qualified candidate for the position. His experience in human resources management and commitment to fostering a productive and compliant workplace make him an ideal choice for this role.
Staff Recommendations:	Staff recommends the approval of Bradley Frishman as the Human Resources Director.
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Bradley Frishman - Resume

Bradley S. Frishman

[redacted]

SUMMARY

A highly proficient, efficient, and effective human resources - labor relations manager and administrator with operations experiences coupled with customer service and split decision making in high stress situations from the beginning of my career. I am in search for a demanding opportunity to further my career in the Human Resources Industry while subscribing the current skills obtained in this resume to your organization.

EXPERIENCE

REHASH DESIGNS, LTD | DENVER, CO & REMOTE

Nov 2017 – Present

Director of Human Resources

- Applied data and analytics to influence decision making and business outcomes
- Developed and implemented workforce strategies that align with and drive business outcomes
- Created SOPs within a virtual binder for HR operations
- Strategic design & annual change implementation of Employee National Handbook and state addendums to drive overall employee experience & engagement to align with the culture
- Demonstrating business fluency & knowledge by creating & implementing weekly compliance & operations trainings for multiple states: CA, CO, FL, NV, NY, OK, OR, TX, WA & Washington D.C.
- Demos, selection process, and integration/implementation of a new HRIS - ADP
- Showed competency in leading and driving the talent agenda by creating and implementing a mentorship program and succession plan with individual development goal plans

CAESAR'S PALACE – CAESAR'S ENTERTAINMENT | LAS VEGAS, NV

Nov 2011 – Nov 2017

Benefits & Payroll Coordinator (A-F)

- Process biweekly payroll for up to 150 employees at approximately $300,000 biweekly/$7.5m-$8.25m annually.
- Manage and process open enrollment, new hire enrollment follow-ups, general benefit inquiries, and managing terminations within the various benefit websites
- HRIS Integrations/implementation (ADP) & payroll duties; ensuring proper time keeping and time card approvals with department managers
- Biweekly reconciliation of benefits: medical, dental, vision, group life, AD&D, Aflac, voluntary life, and 401(k)
- Annual tax reconciliations, 941 and SAR processing, OSHA 300 reporting, maintain leaves (FMLA, ADA, personal leaves) with interactive processes, ACA reporting, EEO-1 reporting

US ARMY - NATIONAL GUARD | VARIOUS LOCATIONS

Aug 2005 – Nov 2011

Combat Medic

- High-stress, split-second, life altering decision making
- Received NREMT-B Certificate
- Trained & developed bi-annual compliance trainings and basic combat lifesaving skills
- Work with MEDEVAC teams and supply medical support in combat & hospital settings
- Maintained a clean, sanitary, organized, and fully equipped work station & aide bag at all times
- Follow up with previously treated soldiers
- Rapport building with squads/units, MEDEVAC, Comms, transportation, etc.

EDUCATION

Nov 2017 **Master of Business Administration in Human Resource Management**
COLUMBIA SOUTHERN UNIVERSITY | ORANGE BEACH, AL
HONORS: SUMMA CUM LAUDE ***GPA:*** 4.0

Sept 2015 **Bachelor of Business Administration in Management**
COLUMBIA SOUTHERN UNIVERSITY | ORANGE BEACH, AL
HONORS: MAGNA CUM LAUDE ***GPA:*** 3.9

SKILLS

- **Program Proficiency:** MS Office Suite, Smartsheets, Box, Adobe Suite, DocuSign, Share Point, QuickBooks
- **HRIS/HCM:** ADP Workforce Now, UKG Pro, Paycor, Paylocity, Gusto, Paychex, RightViewWeb, Ultipro, Infosync
- **ATS/Point-of-Sale/Time Management:** PDQ, Toast, RTI, Aloha, Indeed, ezClocker, CrunchTime, POS iTouch, Daily Pay, TalentReef
- **General Operations:** UI Claims & Appeals, Policy & Procedure Development, Time Clock Audits, Workplace Investigations, Disciplining/Rewarding, Compliance Training, Training & Development, Benefits, Payroll, Worker's Comp, Compiling Reports

CERTIFICATIONS & AFFILIATIONS

- **2005-2011** US Army National Guard Veteran
- **2006-2024** NREMT – National Registry Emergency Medical Technician – Basic Certificate (NREMT-B)
- **2014-Current** Distinguished Member of the American Leadership Development Association

PROFESSIONAL REFERENCES

- **Kelly Geiser**, Executive Assistant & Office Manager – ReHash Designs, LTD | [redacted]
- **Jordan Sparks**, Director of Human Resources - ReHash Designs, LTD | [redacted]
- **Christopher Peterson**, Sergeant Medic – US Army National Guard | [redacted]
- **Kaya Wheelan**, Retired Human Resources Manager – Caesar's Palace | [redacted]
- **Lauren Hash**, Florida State Certified Social Worker - Self-employed | [redacted]
- **Z Wessel**, General Manager - Odyssey Italian Restaurant | [redacted]
- **Michael Brand**, Owner/Operator – Ascent Lifestyle Solutions | [redacted]
- **Saleh Sabat**, Manager – Biscuit Bar | [redacted]

Agenda Item Report

Subject:	Selection of a Mayor, Vice Mayor, Clerk Commissioner, and Acting Clerk Commissioner pursuant to Section 9 of the Town Charter - Town Attorney Horowitz RESOLUTION NO: 2025-010 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 9 OF THE TOWN CHARTER, APPOINTING COMMISSIONER _____ AS MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _____ AS VICE-MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _____ AS CLERK-COMMISSIONER OF THE TOWN OF PEMBROKE PARK, FLORIDA; AND _____ AS ACTING CLERK-COMMISSIONER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	Jacob Horowitz, Town Attorney
Dept/Group:	Legal
Recommendation for Counsel to consider:	
Background Information:	Pursuant to Section 9 of the Town Charter, the Town Commission shall proceed with the selection of a Mayor, Vice Mayor, Clerk Commissioner, and Acting Clerk Commissioner. This process will establish the Town's leadership structure in accordance with the governing charter provisions.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution 2025-010
2024-002 - Charter Amendment

RESOLUTION NO. 2025-010

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 9 OF THE TOWN CHARTER, APPOINTING COMMISSIONER _____ AS MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _____ AS VICE-MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _____ AS CLERK-COMMISSIONER OF THE TOWN OF PEMBROKE PARK, FLORIDA; AND _____ AS ACTING CLERK-COMMISSIONER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 9 of the Town Charter provides that "At the first regular meeting in April of odd numbered years, the Commission shall, by resolution, appoint one of its members as and to be Mayor of said municipality and another of its members as and to be Vice-Mayor of said municipality, and another of its members as and to be Clerk-Commissioner of said municipality, and another of its members as to and be Acting Clerk-Commissioner of said municipality;" and

WHEREAS, in accordance with Section 9 of the Town Charter, the Commission of the Town of Pembroke Park hereby appoints Commissioner _____ as Mayor of the Town of Pembroke Park; and

WHEREAS, in accordance with Section 9 of the Town Charter, the Commission of the Town of Pembroke Park hereby appoints Commissioner _____ as Vice-Mayor of the Town of Pembroke Park; and

WHEREAS, in accordance with Section 9 of the Town Charter, the Commission of the Town of Pembroke Park hereby appoints Commissioner _____ as Clerk Commissioner of the Town of Pembroke Park; and

WHEREAS, the Commission of the Town of Pembroke Park hereby appoints Commissioner _____ as Acting Clerk-Commissioner of the Town of Pembroke Park; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it is in the bests interests of the citizens and residents of the Town to appoint the commissioner members referenced herein to the official positions in the Town, as set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2. That Commissioner _____ shall be appointed as Mayor of the Town of Pembroke Park, Florida.

Section 3. That Commissioner _____ shall be appointed Vice-Mayor of the Town of Pembroke Park Florida.

Section 4. That Commissioner _____ shall be appointed as Clerk Commissioner of the Town of Pembroke Park, Florida.

Section 5. That Commissioner _____ shall be appointed as Acting Clerk-Commissioner of the Town of Pembroke Park, Florida.

Section 6. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
MAYOR ASHIRA MOHAMMED

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

ORDINANCE NO. 2024-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF PEMBROKE PARK AT SECTION 9, ENTITLED "TOWN COMMISSION;" PROVIDING FOR THE APPOINTMENT AND ROTATION OF THE MAYOR-COMMISSIONER, VICE-MAYOR COMMISSIONER, CLERK-COMMISSIONER, AND ACTING CLERK COMMISSIONER BY THE MEMBERS OF THE TOWN COMMISSION EVERY TWO (2) YEARS; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK, ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the Town of Pembroke Park, Florida; and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the Town Commission of the Town of Pembroke Park, Florida, in an ordinance format; and

WHEREAS, after careful deliberation and the consideration of public input, the Town Commission seeks to propose an amendment to the Charter providing for the appointment and rotation by the Town Commission of the Mayor-Commissioner, Vice-Mayor Commissioner, Clerk-Commissioner, Acting Clerk-Commissioner and other positions on the Town Commission every two (2) years; and

WHEREAS, the Town Commission has held a public hearing in accordance with Florida law; and

WHEREAS, the Town Commission deems the proposed amendment to the Town Charter, as detailed herein, to be in the best interests of the citizens and residents of the Town.

DocuSign Envelope ID: 4110FC6A-947E-46CD-88AE-25101884B66B

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Section 9, entitled "Town Commission," of the Charter of the Town of Pembroke Park, shall be revised as set forth in Exhibit "A," attached hereto and incorporated herein.

Section 3. The Ballot Title shall be as follows:

> APPOINTMENT OF THE MAYOR, VICE MAYOR, CLERK-COMMISSIONER AND ACTING CLERK-COMMISSIONER EVERY TWO YEARS

Section 4. At the General Municipal Election on November 5, 2024, the following question shall be placed on the ballot for consideration by the qualified electors of the Town of Pembroke Park, Florida, and shall read as follows:

> The Pembroke Park Charter currently provides for the appointment by the Town Commission of the Mayor-Commissioner, Vice-Mayor Commissioner, and Clerk-Commissioner at the first regular meeting following every election in the Town. Shall the Charter be amended to provide for the appointment by the Town Commission and rotation of the Mayor-Commissioner, Vice-Mayor Commissioner, Clerk-Commissioner and Acting Clerk-Commissioner every two (2) years?
>
> YES ☐ NO ☐

Section 5. **Advertisement.** The Town Clerk of the Town of Pembroke Park is hereby authorized and directed to advertise the referendum election contemplated herein all in

CODING: Words in ~~struck through~~ type are deletion from existing law; words in underlined type are additions

DocuSign Envelope ID: 4110FC6A-947E-46CD-88AE-25101884B66B

accordance with the Code of Ordinances of the Town of Pembroke Park, Florida, as well as the State of Florida Election Code.

Section 6. **Codification.** It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 7. **Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 8. **Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 9. **Effective Date.** This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED on First Reading this 13th day of March, 2024.

PASSED AND FINAL ADOPTION on Second Reading this 8th day of May, 2024.

DocuSigned by:
Ashira Mohammed
1584F10B12864E7...

MAYOR ASHIRA MOHAMMED

ATTEST:

{00598156.1 3399-0000000 }

CODING: Words in ~~struck through~~ type are deletion from existing law; words in underlined type are additions

DocuSigned by:
Marlen Martell
410D02AC7D4A446...

MARLEN MARTELL
Town Clerk

Approved As To Legal Form:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...

JACOB G. HOROWITZ
Town Attorney

VOTE

ASHIRA MOHAMMED	YES
ERIK MORRISSETTE	YES
WILLIAM R. HODGKINS	YES
MUSFIKA KASHEM	YES
GEOFFREY JACOBS	YES

{00598156.1 3399-0000000 }

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

DocuSign Envelope ID: 4110FC6A-947E-46CD-88AE-25101884B66B

EXHIBIT "A"

CHARTER AMENDMENT

Sec. 9. - Town Commission.

…

The Commission shall be composed of a Mayor-Commissioner, Vice-Mayor Commissioner, Clerk-Commissioner, and Acting Clerk-Commissioner and one (1) other Commissioner. At the first regular meeting of the Commission in April of odd numbered years, the Commission shall, by Resolution, appoint one of its members as and to be Mayor of said municipality and another of its members as and to be Vice-Mayor of said municipality, and another of its members as and to be Clerk-Commissioner of said municipality, and another of its members as and to be Acting Clerk-Commissioner of said municipality.

Agenda Item Report

Subject:	Consideration and Possible Action on a Resolution Designating Members of the Town Commission to Serve in an Oversight Capacity for Certain Town Departments - Clerk Commissioner Hodgkins RESOLUTION NO.: 2025-012 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE
Meeting Date:	Regular Commission Meeting - April 9, 2025
Prepared For:	Town Commission
Staff Contact:	Bill Hodgkins, Clerk Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The Town Commission will review and take action on a resolution designating specific Commission members to serve in an oversight role for certain Town departments. This measure aims to enhance accountability, improve communication between elected officials and departmental leadership, and ensure effective governance.
Staff Recommendations:	Motion to approve the resolution designating Town Commission members for departmental oversight.
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Proposed Resolution 2025-012
Resolution 2023-005

RESOLUTION NO. 2025-012

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 15 of the Town Charter provides for the creation of certain departments and requires the designation of commissioners to serve in charge of such departments; and

WHEREAS, on April 9, 2025, the Town Commission adopted a resolution, pursuant to Section 9 of the Town Charter, appointing members of the commission to serve as Mayor, Vice Mayor, Clerk-Commissioner, and Acting Clerk-Commissioner; and

WHEREAS, in accordance with Section 15 of the Town Charter, the commission now seeks to provide for the oversight of the Town's police services, fire services, Parks Department and Public Works Department; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it is in the bests interests of the citizens and residents of the Town to appoint the commissioner members referenced herein to the oversight positions in the Town, as set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2. That _____ shall be designated to serve in charge of the police services of the Town of Pembroke Park, Florida.

Section 3. That _____ shall be designated to serve in charge of the fire serves of the Town of Pembroke Park Florida.

Section 4. That _____ shall be designated to serve in charge of the Parks Department of the Town of Pembroke Park, Florida.

Section 5. That _____ shall be designated to serve in charge of the Public Works Department of the Town of Pembroke Park, Florida.

Section 6. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE SHALL BE INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
MAYOR

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

RESOLUTION NO. 2023-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 15 of the Town Charter provides for the creation of certain departments and requires the designation of commissioners to serve in charge of such departments; and

WHEREAS, on April 12, 2023, the Town Commission adopted a resolution, pursuant to Section 9 of the Town Charter, appointing members of the commission to serve as Mayor, Vice Mayor, Clerk-Commissioner, and Acting Clerk-Commissioner; and

WHEREAS, in accordance with Section 15 of the Town Charter, the commission now seeks to provide for the oversight of the Town's police services, fire services, Parks Department and Public Works Department; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it is in the bests interests of the citizens and residents of the Town to appoint the commissioner members referenced herein to the oversight positions in the Town, as set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2. That Vice Mayor Morrissette shall be designated to serve in charge of the police services of the Town of Pembroke Park, Florida.

Section 3. That Vice Mayor Morrissette shall be designated to serve in charge of the fire serves of the Town of Pembroke Park Florida.

Section 4. That Acting Clerk Commissioner Kashem shall be designated to serve in charge of the Parks Department of the Town of Pembroke Park, Florida.

Section 5. That Clerk Commissioner Hodgkins shall be designated to serve in charge of the Public Works Department of the Town of Pembroke Park, Florida.

Section 6. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE SHALL BE INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this 10th day of May, 2023.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney